

<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO.  N40085-08-R-1404-0006	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED  15-Sep-2008	PAGE OF PAGES  1 OF 54
<b>IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.</b>				
4. CONTRACT NO.  N40085-08-C-1404	5. REQUISITION/PURCHASE REQUEST NO.  ACQR621508		6. PROJECT NO.	
7. ISSUED BY  NAVFAC MID ATLANTIC NORTH CAROLINA IPT 6506 HAMPTON BLVD NORFOLK VA 23508-1212  TEL: FAX:		CODE N40085  8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE  <b>See Item 7</b>  TEL: FAX:		
9. FOR INFORMATION CALL:	A. NAME (b) (6)	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> (b) (6)		
<b>SOLICITATION</b>				
<b>NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".</b>				
10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS <span style="float: right;"><i>(Title, identifying no., date):</i></span>  Wallace Creek Design Build Contract MCB Camp Lejeune, NC  See Section 00800 for Proposal Requirements  All Bid inquiries must be submitted no later than 10 days prior to receipt of proposals, 22 February 2008.  Receipt of proposals is 04 March 2008 at 2:00 PM EST (1400).				
11. The Contractor shall begin performance within <u>10</u> calendar days and complete it within <u>1095</u> calendar days after receiving <input checked="" type="checkbox"/> award, <input type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. <i>(See _____.)</i>				
12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO				12B. CALENDAR DAYS  10
13. ADDITIONAL SOLICITATION REQUIREMENTS:  A. Sealed offers in original and <u>5</u> copies to perform the work required are due at the place specified in Item 8 by <u>02:00 PM</u> <i>(hour)</i> local time <u>04 Mar 2008</u> <i>(date)</i> . If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.  B. An offer guarantee <input checked="" type="checkbox"/> is, <input type="checkbox"/> is not required.  C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.  D. Offers providing less than <u>60</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.				

**SOLICITATION, OFFER, AND AWARD (Continued)***(Construction, Alteration, or Repair)***OFFER (Must be fully completed by offeror)**

14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*  
CADELL YATES JOINT VENTURE  
C/O YATES CONSTRUCTION CO  
781 LARSON STREET  
JACKSON MS 39202-3437

15. TELEPHONE NO. *(Include area code)*

16. REMITTANCE ADDRESS *(Include only if different than Item 14)*

**See Item 14**

CODE  
55RE2

FACILITY CODE

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within \_\_\_\_\_ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)*

AMOUNTS

SEE SCHEDULE OF PRICES

18. The offeror agrees to furnish any required performance and payment bonds.

**19. ACKNOWLEDGMENT OF AMENDMENTS**

*(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)*

AMENDMENT NO.

DATE

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN  
OFFER *(Type or print)*

20B. SIGNATURE

20C. OFFER DATE

**AWARD (To be completed by Government)**

21. ITEMS ACCEPTED:

**SEE SCHEDULE**

22. AMOUNT

**\$181,882,000.00**

23. ACCOUNTING AND APPROPRIATION DATA

**See Schedule**

24. SUBMIT INVOICES TO ADDRESS SHOWN IN  
*(4 copies unless otherwise specified)*

**ITEM**  
Block 26

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

☐ 10 U.S.C. 2304(c)

☐ 41 U.S.C. 253(c)

26. ADMINISTERED BY

CODE

N40085

NAVFAC MID ATLANTIC  
ROICC CAMP LEJEUNE  
1005 MICHAEL ROAD  
ROOM 20  
CAMP LEJEUNE NC 28547-2521

27. PAYMENT WILL BE MADE BY:

CODE

N68732

DEFENSE FINANCE AND ACCOUNTING SERVICE -  
P O BOX 998022  
CLEVELAND OH 44199

**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**

☐ 28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return \_\_\_\_\_ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.

☒ 29. AWARD *(Contractor is not required to sign this document.)*

Your offer on this solicitation, is hereby accepted as to the items listed. This award commutates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

REF: Proposal date 22 August 2008

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*

31A. NAME OF CONTRACTING OFFICER *(Type or print)*  
(b) (6) / Director of Contracting

30B. SIGNATURE

30C. DATE

TEL: (b) (6)

EMAIL: (b) (6)

31B. UNITED STATES OF AMERICA

31C. AWARD DATE

B (b) (6)

15-Sep-2008

## Section 00010 - Solicitation Contract Form

### DESCRIPTION OF WORK

This is a Design/Build to provide the design and construction of three FY 07 projects and three FY 08 projects, consisting of 20 new structures comprising nearly 570,000 square feet. These projects will construct the necessary administrative headquarters, operational, maintenance and mission support, training and housing facilities to support the 3000 +/- Marines to be stationed at Wallace Creek. These projects will also construct the necessary supporting facilities including demolition and site clearing, pavements and other sit improvements, grading and drainage, and utilities necessary to support the mission. Upgrade of local utilities includes potable water, sanitary sewer, natural gas, electrical power and telecommunications.

The projects will be located on an undeveloped parcel of land at Hadnot Point also known as Wallace Creek. This project will include extensive site preparation and development as the projects are intermingled and will share common utility infrastructure that does not currently exist.

The facilities will be arranged in such a manner that each battalion/company headquarters is located in proximity to the barracks that will house the Marines assigned thereto. The Master Plan provides for up to four battalion elements, arranged around a central operational, maintenance compound with Motor Transportation, Electronics and Communication Maintenance facilities, and armories. ISMTs and Supply warehouses are also configured centrally to serve the entire Regiment. The Regimental Headquarters is nearby in the center of the complex but not adjacent to the Battalion Headquarters. A Dining Facility and Medical/Dental Facility are to be located centrally and conveniently to other patrons outside of the regimental compound. New facilities and pavement areas are configured in conformance with standoffs under current AT/FP criteria.

The contractor shall provide all labor, supervision, engineering, materials, equipment, tools, parts, supplies, and transportation to perform all of the services described in the plans and specifications.

Utilities include LP gas to support heating requirements at new facilities using LP gas-fired boilers. A natural gas high pressure regulator, distribution piping, and individual building meters will be installed by contract between Camp Lejeune and Piedmont Natural Gas pending fee estimates and negotiations. Air-conditioning shall be accomplished by air-cooled chilled water or DX systems.

Potable water shall be obtained from the local water authority and is available in adequate supply at McHugh Blvd and at Birch Street and the installations main entrance. Water shall be fed to the existing 250,000-gallon elevated water tank at Stone Bay. Water for fire suppression shall be distributed from fire hydrants and to sprinkler systems inside of buildings. A water storage tank will be required to help with fire main demand. Fire pumps shall be included around the site to upgrade flow and pressure due to building height or fire flow demand.

Sanitary sewer work shall include connecting a new pump station that is being provided under separate contract.

Electrical power shall be provided by an overhead primary power system to the area at 12,470 volts, including new switches and transformers. The overhead power system shall allow for the additional load associated with future North Wallace Creek facilities. Power supplies serving all buildings will be provided via primary power poles, with local risers to pad mounted transformers for each facility, located near the buildings.

Telecommunications shall be provided by a new ductbank and manhole system, emanating from a new Telecom Switch building. Provide links from the existing SONET ring network at Holcomb Boulevard and also from the Network Operations Center (NOC) at Building 24, to the new Telecom Switch Building. The inside plant telephone and data system for this project will include a Category 5e premise cabling system in accordance with NMCI and USCG standards. Cabling will include all backbone and horizontal wiring as required.

## CLARIFICATIONS

### Amendment 0004 Clarifications:

1. The Wallace Creek RFP plans show 228 seats and 244 seats in the dining halls, which indicates that a large percentage of the 3,000 Marines will eat their meals either through the fast food area or at another facility or location. Is this correct?

**RESPONSE:** No. Meals are prepared and served over a 2- to 3-hour period of time so that Marines should be able to find a seat at any meal served. Assuming a 20- to 30-minute cycle for a Marine to enter, eat and exit, the Mess Hall seating capacity is adequate to feed over 2,800 Marines for any given meal. That said, many Marines may opt to eat fast food, and many will use the take-out service. Others will eat at alternative locations. The actual meal quantity prepared and served varies depending on a variety of factors – day of the week, time of year, deployment cycles, to name a few. The majority of personnel at Wallace Creek will be younger infantry Marines taking advantage of the enlisted meal plan offered at the Mess Hall.

2. Per Amendment/Modification No. 003, the project budget is stated as \$174,490,000. Is this amount the budget for the Base Bid Item No. 1 only or does it include the six Bid Items 2 through 7 Options? If not what are the budgets for Bid Items 2 through 7 Options?

**RESPONSE:** The figure of \$174,490,000 is the budget for the total project, i.e., Base Bid and primary options. This figure does not include budget for collateral equipment price options. The collateral equipment price options are separately-funded (non-MCON appropriations); and the Government-furnished budget amounts for these items are in addition to the figure above.

3. Clarification Response #2 of Amendment/Modification 0003 states that the Bid Guarantee Clause 52.228-1 is incorporated by reference on page 14 of 42 of the base solicitation that was understood. However, if you refer to the clause item (c) states “The amount of bid guarantee shall be \_\_\_ percent of the bid price or \$\_\_\_, whichever is less.” Please provide the missing information.

**RESPONSE:** The Bid Guarantee shall be 20% of the bid price. Clause has been changed to full text and amended.

4. Please clarify CCTV Equipment requirements as the RFP seems to be conflicting. ESR section C10 page 1, 6. Engineering Systems Requirements under Security Requirements states that “It is not a requirement to design and provide a CCTV system under this contract; however the Contractor shall construct the necessary power and empty conduit for control wiring and devices to be installed by others.” ESR Section D50 page 12 D503005, last paragraph states Provide interior cameras to observe all vestibule area and corridor “T” sections. Provide pan/tilt CCTV cameras to observe SCIF corridor “T” sections. Provide exterior pan/tilt CCTV cameras (c/motion detectors) to observe access doors, building corners and walkways to parking. Please clarify what the scope of work is required by the contractor as it pertains to CCTV.

**RESPONSE:** CCTV Equipment (cameras, monitors, cabling) and computer-operated intrusion detection systems (IDS, including motion sensors, switches, computers, software) cannot be procured with MCON funds, as this type of equipment is considered collateral equipment. Traditionally, SPAWARSYSCOM has provided these components and systems to the Marine Corps at Armories and SCIFs. The Contractor is required to provide access control systems for the Armory, SCIF, vault, BEQ room modules, Telecom Rooms, and other designated spaces as part of the primary construction. The Contractor is required to provide power (115V single phase) for all CCTV and IDS devices and empty conduit backbone for all signal cabling. This requires SPAWARSYSCOM to coordinate with the Contractor on design and layout of the security devices. This is routine practice and has been administered successfully on past design-build projects.

5. Are dimming systems required for each seating area in Mess Hall “D”, they are not specifically called for in this RFP however they have been required on previous Mess Halls.

**RESPONSE:** Dimming systems are not required, per se, by the RFP for Mess Hall Facility 'D'. Appropriate light levels shall be provided, including daylighting, and Proposers should consider multi-level lighting for the Mess Hall as a sustainable design feature. Dimming for the dining area lighting is often the easiest way to accomplish this goal.

6. The response to item 47 in Amendment 0002 indicates that NAVFAC is investigating how to provide static and residual pressure information from the hydrant flow tests. Please provide this information. The proposed water system cannot be analyzed without knowing the available flows and pressures to the site. The new water tank will need to take into account the flow available from the existing system.

**RESPONSE:** This information is not currently available; although, refer to Page 15 of 33 in the Water System Study (Part 6 Attachment No. 9) for useful data. Proposers shall base their proposals on providing a new water tower as required by the RFP, the Water System Study attachment.

7. The response to item 50 in Amendment 0002 indicates that the new storage tank shall not exceed the height of the nearest two existing tanks. Please provide the low water and full tank elevations for each tank.

**RESPONSE:** Note that the "Steady State Analysis Tank Report" of the Water System Study indicates an elevation range for the water tower (Max 161.5', Min 126.5', and initial HGL set at 161.5' (full tank), and modeling of the water system is based on these figures. This information is found on Page 23 of 33 in the report.

8. Part Three – Project Program, Section 3 – Site Analysis Part 3.3 – Site Development Requirements: Please confirm that the Tactical Vehicle Parking does not require curb and gutter.

**RESPONSE:** There is no requirement, per se, stated in the RFP for curb and gutter at the Tactical Vehicle Parking areas. The requirement stated in Section 3.3 of the Project Program applies to POV parking and roadways only, as an Anti-Terrorism/Force Protection measure. Tactical vehicles are located within a secured area not subject to the AT/FP requirement.

9. Part Three – Project Program, Section 3 – Site Analysis, Part 3.3 – Site Development Requirements: Please indicate minimum and maximum allowable distances that the perimeter fencing surrounding the Tactical Vehicle Parking is to be from the road back of curb and tactical vehicle parking area.

**RESPONSE:** The fence must be at minimum of 20 feet clear on the secure (tactical vehicle) side and 30 feet clear on the non-secure, public side. Roadway may encroach on these clear zones as long as no parking signs are posted. The intent of the RFP is to provide the approximate layout and quantity of fencing indicated on the RFP site plan diagrams.

10. Section 00800 – Special Contract Requirements: Page 34, Factor 6 – Technical Approach, No. 2 Basis of Evaluation, "The offeror shall submit with their proposal Attachment F which indicates the Governments programmed (maximum) and minimum allowable square footage." Attachment F does not appear to have been included in the RFP documents. Is this attachment required? If so, please provide.

**RESPONSE:** Attachment F was removed from the RFP.

11. Section Z10 – General performance Technical Specification, references UFC 3-600-01, Fire Protection Engineering for Facilities as a requirement for the project. UFC 3-600-01, Chapter 2-10.1 – All-Weather Ground Access, requires one all-weather access be provided within 33' of the building. Furthermore, Chapter 2-10.4 – Aerial Apparatus Access of UFC 3-600-01 indicates that facilities that are four stories or more in height must be provided with two all-weather ground accesses within 33' of the building. Additionally, UFC 3-600-01 Chapter, 2-10.3 – Vehicle Access indicates that fire lane dimensions and turnarounds must comply with NFPA 1, Uniform Fire Code. NFPA 1, Chapter 18 – Fire Department Access and Water Supply, paragraph 18.2.3.2.2 indicates that fire department access roads shall be provided such that any portion of the facility is located not more than 150 ft from a fire department access road. Paragraph 18.2.3.2.2.1 states that when buildings are protected with an approved

automatic sprinkler system, the distance indicated in paragraph 18.2.3.2.2 shall be permitted to be increased to 450 ft.

The site plan provided in the RFP does not meet these all-weather ground access requirements. Has the Authority having Jurisdiction approved the site as is or will the site plan need to be modified to meet these emergency vehicle access requirements? Additionally, what is the minimum width allowed for all-weather fire department access roads?

**RESPONSE:** Minor adjustment of the site plan may be necessary and appropriate to permit fire vehicle access around the BEQs. It does not appear that significant adjustment will be required, particularly in light of the amended ground floor plan of the 4-story BEQs.

12. Site Analysis, Part 3.3 Site Development Requirements, New Work paragraph indicates that the contractor is to provide approximately 1,525 POV parking spaces. The site plan in the RFP provides approximately 1,436 parking spaces. Please clarify the required number of parking spaces for Phases A & B.

**RESPONSE:** The exact number between Phases A&B will be determined by the D-B Contractor, with favor being shown toward providing as much POV parking as practical being completed in Phase A. The exact number of POV spaces completed in Phase A will also depend on whether Options for BEQs B3 and/or B4 are awarded – clearly, the intent is provide proportionally-appropriate number of POV spaces with more BEQ rooms awarded. The Contractor will be expected to provide all 1,525 POV spaces, and must provide for any additional POVs not shown on the RFP plan in its site development.

13. Site Analysis, Part 3.3 Site Development Requirements, New Work paragraph indicates motorcycle parking shall be provided. Please provide the required number of motorcycle parking spaces. Also provide the dimensions of the typical motorcycle parking space.

**RESPONSE:** The motorcycle parking requirement is in addition to the 1,525 POV parking space requirement described in the RFP and discussed under Item #2 above. A motorcycle parking space should be approximately 5 feet wide by 10 feet in depth, and should be concrete paved to resist kickstands “chewing asphalt.” The number of motorcycle spaces will be left to the D-B Contractor to determine based on available site surface. Guidance on the recommended number of spaces is a minimum of 15 spaces per BEQ, 10 per HQ facility, 5 spaces at the Mess Hall, and a total of 25 spaces at the Motor T/Electronic Comm Maintenance Compound (full build-out). Technical Proposals which indicate motorcycle parking will be viewed more favorably than those which do not. Proposers can cite number of Motorcycle parking spaces as a value-added component in their technical proposals.

14. In accordance with the UFC 4-721-10 / Navy Marine Corps Bachelor Housing, Section 9-28 Acoustics; floor and ceiling assemblies should be at least STC 55 and have an impact isolation class of at least (IIC) 60. Section 6-13 of the UFC goes on to state that designs should; Specify doors, frames and hardware to meet sound separation. This requirement has significant cost and design implications and cannot be met with simple painted concrete floor-ceiling systems or with sprayed-on acoustical material and requires special-order doors and hardware. Will this requirement be enforced for this solicitation?

**RESPONSE:** Yes. Note that this requirement does not demand provision of a door STC-rated to 55 – only a door enabling the overall wall rating of STC 55 to be maintained. In the past, the Base has accepted solid core steel doors and steel frames with appropriate fire resistance rating and acoustical gasketing and door bottoms adequate to meet this requirement. The floors may achieve the desired IIC 60 by a variety of measures – including provision of a furred or suspended ceiling below the primary floor structure.

15. The UFC manual for fire protection 3-600-01 references DLA. We are not familiar with this acronym, can you please clarify.

**RESPONSE:** DLA refers to the Defense Logistics Agency, which sets forth standards for its depot facilities and other installations under its jurisdiction. The acronym appears to be used only in the context of addressing potential conflicts in criteria with UFC 3-600-01. DLA criteria have no relevance or bearing on this project.

16. In buildings “J1 and J2 Supply Facilities” the facility requirement indicates that there are storage and shelving systems inside the facility. The UFC fire protection manual on storage facilities references in rack sprinklers. Are we to provide in rack sprinklers in this facility and if so how much and at what density. What will be stored in this facility? If the in rack sprinklers are not required are we to consider this facility an Ordinary Hazard Group 2 occupancy?

**RESPONSE:** The following information is published in the Water System Study (Part Six Attachments, No. 9) for under the “Wallace Creek Fire Protection Demands:”

Supply Warehouse (Use Group ‘S-1,’ Storage):

Classification: Ordinary Group II, Rack Storage Class IV, encapsulate commodities up to height of 15 ft\*

Water Demand: 0.28 gpm per square foot

Fire Area: 3,000 SF

Water Flow: Demand X Area X Overage = 1,008gpm

Hose Stream: 500 gpm

Total Flow: Flow + Hose Stream = 1,508 gpm @ 65 psi

\* Using a high temperature rated sprinklers, storage heights of up to 20 feet may be provided with lower water supply requirements.

There is no requirement stated in the RFP to provide in-rack sprinklers; however, it is required to provide high temperature-rated sprinkler heads in order to achieve the desired 20 feet of storage height with stated water requirements.

17. Section 0800, Factor 6, Basis of Evaluation says “The Offeror shall submit with their proposal Attachment F, which indicates the governments programmed (maximum) and minimum allowable square footage”. However, there is no Attachment F. There is an Attachment B, which was deleted by a subsequent amendment. Please clarify what if anything proposers are to submit in this regard.

**RESPONSE:** Attachment F was a misprint, Attachment B was deleted. Factor 6 Basis of Evaluation has been corrected.

18. Clarification No. 3 of the Summary of Changes in Amendment No. 3 refers to the Bid Guarantee Clause 52.228-1. However, Bid Guarantee Clause 52.228-1 does not indicate a percentage of the contract amount or total amount for the bid Guarantee. What is the percentage of the contract amount or total amount required for the Bid Guarantee?

**RESPONSE:** The Bid Guarantee shall be 20% of the bid price. Clause has been changed to full text and amended.

19. The Project Program does not conclusively state the depth of the cable vault within the Telephone Exchange Building. Under Facility Requirements, page 4.1 – 21 & 22, listed under “other”, it calls for a Cable Vault Height of 7ft-6in. The Space Tabulations section, page 4.2-18, only notes that the Cable Vault is 900 SF, but does not list the ceiling height. Section 4.4 notes that ‘K’ Telephone Exchange Building 12’ – 0” minimum, basement-to-upper-floor. The Room Requirements section, page 5-81 does not mention dimensions at all. Please advise of required program vault dimensions, especially the height.

**RESPONSE:** The Cable Vault clear ceiling height shall be not less than required by building code, +7’6” clear minimum height above the cable vault floor.

20. The RFP states that the (D) Mess Hall is based on replicating a standard design “at the square footage and plan configuration indicated on the RFP drawings and as programmed herein” (RFP, Project Program, Facilities Requirements 4.3, Space Relationships). The attached drawings appear to relate to the gross square footage called for in the RFP: 26,005 SF per Project Program, 2.2.4 and Space Tabulation Table, project program, 4.2.1. Our analysis reveals that the total gross SF of the mess hall plan drawing appears to be 26,005 but does not appear to

include the exterior covered spaces, i.e. 26,005 + covered spaces. Please clarify to maximize allowable gross building area for the Mess Hall.

**RESPONSE:** The maximum allowable square footage for the Mess Hall Facility 'D' is, technically, the amount allowed by the P-1213 MCON appropriation document, which far exceeds 26,005 SF. The intent of the RFP is to design and construct the Mess Hall Facility 'D' as depicted on the RFP Drawings under Attachments Part Six.

Including covered areas (which are typically counted at half-square footage), the Mess Hall Facility 'D,' as depicted on the RFP Drawings is approximately 26,830 SF. It is the intent of the RFP to construct Facility 'D' to this size. This area is allowed by the P-1213 MCON appropriation. This will be clarified by amendment.

21. Please confirm that the resulting contract from Solicitation No. N40085-08-R-1404 meets the exemption criteria according to 48 CFR 9903.201-1 and therefore will be exempt from the requirements of Cost Accounting Standards Board (48 CFR Chapter 99). If the resulting contract from this solicitation does not meet the exemption criteria according to 48 CFR 9903.201-1 will a Disclosure Statement under 48 CFR 9903-202 be required with the submission of this proposal?

**RESPONSE:** Yes, the resulting contract will be exempt from the criteria as set forth in 48 CFR 9903-201-1.

22. The program manual as issued is not clear as to where card access is required. ESR Section C10, Page 4 (and PTS Section C10, Page 17) both state "Provide card key type access units for specialized entries as required by the program." The only references within the program that we can find are noted under ESR C10, which calls out "Barracks (Buildings E1 through E4) and Transient Barracks Facility (Building F), as well as Facility Requirements, Page 4.1-21, Building K, B20.

**RESPONSE:** Card key access is required for BEQ Room modules and exterior entrances to the BEQs. Refer to Typical Interior Door Hardware Standards appended to PTS Section C10 (for Typical BEQ Room Module Entrance Door). Electronic card access is also required as one of the access control measures at the Headquarters' SCIF entrances.

a. The description "Barracks (Buildings E1 through E4) and Transient Barracks Facility (Building F)" does not seem to apply to this project. Please advise.

**RESPONSE:** This is corrected by amendment. The requirement applies to Barracks Building Types B and C.

b. What are "specialized" entries?

**RESPONSE:** Entrances defined by special needs such as higher-than-ordinary security, access-controlled, or other unique conditions.

c. Is every exterior door that provides access to the main building required to have card access? Please specify which doors, in which buildings are to be card access controlled.

**RESPONSE:** No. The only card access-controlled entrances are to the BEQ Room modules and exterior entrances to the BEQs. Other access-controlled entrances include vaults, such as EKMS vaults and the Armory entrances, which require Class 5 vaults doors equipped with X09 spin-dial locks, and secure areas within buildings, such as bays within the Armory and SIPRNET Café at the Headquarters, and all telecommunication rooms throughout the project, which are controlled by 12-button cipher locksets. Vault door day gates at vaults will also require 12-button cipher locksets. The Armories' exterior (weather) doors will require electronic locks that may be mechanical key- or electronic card access-controlled. The Headquarters SCIF entrance will be required to have 'dual credentials' – an X09 spin-dial lock for unoccupied (overnight or deployed) lock-up, and a electronic cardkey access control for occupied security during the day.



23. PTS Section B20, Appendix Page 1 of 2, the second hardware set, “Access – Controlled Exterior Doors – Single Leaf”, has a mortise exit device with card access, and an Electromagnetic Lock. For Egress, is a proximity reader required for redundancy in case the wall switch fails?

**RESPONSE:** Yes. This requirement will apply at the Armory exterior (weather) doors – those conventional doors mounted to the exterior side of the Class 5 vault doors.

24. Is a battery back-up required for power outages?

**RESPONSE:** Yes; 8 hours minimum. This will permit sufficient time for alternative security measures to be implemented.

25. The KABA ILCO Powerlever is a stand alone self-powered card access lock that will not interface with the Electromagnetic Lock. For Ingress, who will release the Mag Lock on the interior? At what exterior doors will this hardware be used?

**RESPONSE:** This specific set is for entrance at the “weather” (front) doors to the Armory. This is based on a customer request. The KABA ILCO Powerlever will control access after hours, when the Armory is unoccupied. The first Marine arriving each morning will have access code to enter via the Powerlever. Once inside, the Marine will deactivate the Powerlever and activate the electromagnetic lock. This lock will be operated by the either request-to-exit switch at the door or by remote release from the Armory quarterdeck. A CCTV camera shall be positioned as necessary to observe the exterior entrance, with monitor at the quarterdeck, so that the Marine stationed at the Quarterdeck may see who is at the front door prior to temporarily deactivating the lock to permit entry. Typically, the only Marines inside the Armory are those working there. All other Marines are issued and return weapons at the exterior window ports, and never enter the Armory.

26. Are the concrete sinks in building Q and U, a manufactured item or will it be poured in place construction?

**RESPONSE:** It is envisioned that this “sink” is not a manufactured item – though it may be precise. The “sink” is really a concrete slab engineered to drain back to a continuous trench drain across a brick backsplash, which, in turn drains to internal piping. Hand wash station (‘U’) outside the mess Hall may be constructed in similar fashion.

27. PTS Section C10, page 6 and 7 stated to use 10 or 6 gauge Wire Mesh. What do you require, 10 gauge or 6 gauge?

**RESPONSE:** Comply with the PTS statement cited: 10 ga. At seasonal storage (such as in the Supply Facility ‘J’, or 6 ga. At Equipment/Tool Storage (such as in Motor T/Electronic Comm Maintenance Facility E/F)

28. How high do the Wire mesh partitions go in Building J1, Sheet A-120?

**RESPONSE:** Full (interior) height, as indicated on the RFP plans.

29. Will the Wire Mesh Partitions include any Slide up type Service Windows? If so, how many and where will they be located?

**RESPONSE:** There is no explicit requirement in the RFP for such windows at wire mesh partitions.

30. Are there Wire Mesh Partitions in any other building other than J1?

**RESPONSE:** Yes, there are wire mesh partitions required at Motor T/Electronic Comm Maintenance Facility “E/F”.

31. PTS Section E10 Page 10 paragraph E109002 and E109005 reference Residential or Light commercial Electric Kitchen Equipment and Unit Kitchens (BEQ Room Modules Only), however the Project Program – Room

Requirement does not indicate this type of equipment to be included. Are refrigerators and microwaves to be included in the base bid for the BEQ's and is the other equipment listed under E109002 required to be included?

**RESPONSE:** Yes, this is all Base Bid equipment.

32. Amendment #2 revised the floor plan of the 4-story BEQ – Buildings B1, B2, B3, and B4 making them 97 room modules. Please confirm that the program for the 4-story BEQ's is 97 room modules and no longer 100 room modules as stated in the RFP.

**RESPONSE:** Correct, all buildings of Type B are intended to have only 97 room modules

#### Amendment 0003 Clarifications:

1. In order to pursue the progressive collapse design in detail and determine its effects to the structural design, we need to know the "Level of Protection" or (LOP) as defined by the UFC 4-023-03. Please advise. (Refer to Chapter 2 if you have any questions)

**RESPONSE:** The Applicable Level of Protection is established for each facility under UFC 4-010-01, DoD Minimum Antiterrorism Standards For Buildings, Table B-1. As cited in the RFP, this project's limits falls within the controlled perimeter of Camp Lejeune. The only facilities three stories greater in height or greater are the BEQ facilities, which are considered Billeting facilities, subject to a "Low Level of Protection" (LLOP). The progressive collapse resistance requirements of UFC 4-010-01 and UFC 4-023-03 shall apply to all BEQs under this contract.

2. Paragraph 'D' on page 35 of 42 of the solicitation requires that the Price Proposal submission include a Bid Bond, however there is no Bid Guarantee clause contained within the solicitation nor is the project budget. Please provide the project budget and the terms of the Bid Bond to allow each contractor time to obtain the required documents before the submission date.

**RESPONSE:** The Bid Guarantee Clause 52.228-1 is incorporated by reference on page 14 of 42 of the base solicitation. The project budget is \$174,490,000 as addressed in Amendment 0002 RFI Question 20.

3. Please provide the load/weight requirements that must be met for the Birch Road Connection bridge.

**RESPONSE:** The vehicle weights will range from personally-owned vehicles (POVs) weighing as little as 1-1/2 tons up to large tactical vehicles weighing up to the empty 20-ton vehicle loads described under the RFP ESR A10. It is not known how many passes per day the bridge will be subjected to; however it is reasonable to assume that infantry battalions will deploy in convoys of up to several MTVRs vehicles at a time, which, when fully loaded can weigh up to nearly 30 tons over three axles. The bridge therefore should be designed to support this condition. This will also enable ladder-capable fire trucks and pumpers emergency access over the bridge.

4. ESR Section D30 page 4, Requirements For Specific Facilities, second paragraph states to locate mechanical equipment rooms on each floor and in each wing if necessary. The floor plans provide to not allocate space for a mechanical room on the upper floors of the BEQ's. Is it required that there be a mechanical room on each floor?

**RESPONSE:** It is up to the Design-Builder to locate the mechanical rooms; it is preferred to locate a mechanical room on each floor where practical. The Facility Plan Diagrams shown on the RFP Drawings depict the intended locations of mechanical rooms. In some cases, mechanical equipment such as air handlers, must be located in serviceable attic areas, accessible by stair or ships ladder, as described in the RFP.

5. The Solicitation No. shown on both the Solicitation, Offer, and Award and the Amendment/Modification No. 0001 is N40085-08-R-1404. The Solicitation No. shown on the RFP Drawings, the Geotechnical Investigation Report, the Site Seismic Class Report, the Base Exterior Architectural Plan, the Mechanical Policies and EMCS

Nomenclature, the Sanitary Sewer Lift Station Study, the Water System Study Report, the Stormwater Analysis Report and the Design – Build RFP is N40085-07-R-1404. Please clarify which Solicitation No. is correct.

**RESPONSE:** “N40085-08-R-1404” is the correct solicitation number.

6. The table of contents of the Design – Build RFP lists an Attachment No. 6 as being P-1184 Dining Facility at Stone Bay Drawings (Mess Hall facility similar to that required under this project). These drawings were not included with the Amendment No. 0001 Documents. Please clarify.

**RESPONSE:** The drawings for P1184 Dining Facility at Stone Bay (Mess Hall) were uploaded to the NECO website with Amendment 0002.

7. The Facility Requirement Sheet (Section 4.1) for the Telephone Exchange Building “K” indicates a requirement for UPS power. However, Section D509002 does not define the requirements for the UPS system in Building “K”. What loads in Building “K” are to be supported by the UPS?

**RESPONSE:** It is necessary for the UPS to maintain constant, uninterrupted power to the telecom switch center inside the facility. The Telecommunications Exchange Building ‘K’ is a vital facility in terms of maintaining voice/data communications and IDS for the entire Wallace Creek area. It is necessary for UPS to support all communication activity until the standby power generator is brought online. Building and equipment air conditioning and similar, collateral loads need not be supported by the UPS, but must be supported by the standby generator. The entire facility load must be supported by the standby generator, including, but not limited to, AC and lighting systems.

8. Please refer to Amendment 2, Question 58. The response to this question indicates that standby generator power is only required for the Mess Hall, Telecommunications Exchange Building, Sanitary Sewer Lift Station and Water Distribution Building. Since the requirement for standby generator power is being deleted for the Headquarters Building, Motor T Facility and Elec/Comm Facility, do the UPS requirements indicated in Section D509002 still apply for these buildings? Also, is it the intent for the standby generator system for the Mess Hall to support 100% of the Mess Hall power requirements or will the Mess Hall generator only support specific loads?

**RESPONSE:** There is no UPS requirement for the Headquarters Building, Motor T Facility or Elec/Comm Facility. The Mess Hall standby generator must be capable of maintaining power to all refrigeration and building HVAC systems in order to preserve food and dry goods for an extended period of time. It is not required to maintain standby power for cooking and cooking exhaust systems.

9. Please confirm whether the military will be providing the contractor a completed and signed FTSE 10/07 form for inclusion in sanitary sewer permitting package for NCDENR.

**RESPONSE:** Yes. The referenced form will be prepared by the contractor, completed and signed by the Government and submitted by the contractor with the sanitary sewer permitting package.

10. For the bridge over "Birch Road Connection", please specify any special loading or traffic-ratings required for structure (in excess of HS-20 loading).

**RESPONSE:** H-30 loading, up to 30 tons, on 3-axle tactical vehicles.

11. Can the electronic WaterCAD files be provided for use in preparing water model for bid?

**RESPONSE:** WaterCAD files will not be provided. Proposers may use whatever water modeling software they choose to prepare bids. This will not alleviate the responsibility of the proposers to include the new water Storage Tower ‘L’ and Water Distribution Building ‘M’ in their proposals. The Water Tower requirement under this project supports longterm expansion for future facilities in the Wallace Creek area.

12. Paragraph 1.21.c of Section 01 14 00.05 20 indicates that the duration of Phase A is 540 days after award of contract. Paragraph 52.211-10.c of Amendment No. 0001 indicates that the duration of Phase A is 600 days. Which duration is correct?

**RESPONSE:** 600 calendar days.

13. Paragraph 1.2.1.e Note 1 of Section 01 14 00.05 20 indicates that the duration of Phase A will be extended to 660 days after award of contract if either, or both BEQ B3 and BEQ B4 Options are accepted. Paragraph 52.211-10.d of Amendment No. 0001 indicates that the duration of Phase A will be extended to 660 days after contract award if the BEQ B4 Option is accepted. Which statement is correct?

**RESPONSE:** Paragraph 52.211-10.d of Amendment No. 0001 is correct. Phase A will be extended to 660 days only if the BEQ B4 Option is awarded. Phase A will not extend beyond 600 calendar days if the BEQ B3 Option is awarded. Paragraph 1.2.1 of Section 01 14 00.05 20 will be adjusted by amendment.

14. Mess Hall Perimeter Walls - is it acceptable to use metal studs for the exterior perimeter walls with a brick veneer exterior and drywall veneer interior?

**RESPONSE:** Facility Requirements sheet for Mess Hall Type D Page 4.1-8 of the RFP allows metal framing with brick veneer cladding and interior gypsum wall board as an acceptable perimeter wall backup.

15. Discrepancies in the floor-to-floor heights and ceiling heights are indicated in Section 4 – Project Program at the following locations. Please clarify the minimum floor-to-floor heights and ceiling heights at these locations.

a. Section 4.1, Page 2 – Battalion/Company Headquarters Facility indicates that the minimum floor-to-floor height is 15'-2". Section 4.4 indicates that the minimum floor-to-floor height is 14'-0".

**RESPONSE:** This was clarified by Amendment 0002; 15' - 2" is the correct floor-to-floor height at the BN/CO HQ.

b. Section 4.1, Page 11 – Motor Transport Maintenance Facility indicates that the vehicle bay ceiling height is 20'-0" clear. Section 4.2, Page 13 indicates that the minimum ceiling height is 24'-0" clear.

**RESPONSE:** The door clearance requirement is 20' - 0" high. The additional 4' - 0" of clearance to underside of structure is to provide above-vehicle clearance for the overhead bridge crane, lights, ducts, sprinklers, etc.

c. Section 4.1, Page 13 – Electronic/Communications Maintenance Facility indicates that the vehicle bay ceiling height is 20'-0" clear. Section 4.2, Page 14 indicates that the minimum ceiling height is 18'-0" clear.

**RESPONSE:** The door clearance requirement is 18' - 0" high. The additional 2' - 0" of clearance to underside of structure is to provide above-vehicle clearance for the lights, ducts, sprinklers, etc.

d. Section 4.1, Page 15 – Armory indicates that the minimum building height is 9'-0" clear. Section 4.2, Page 15 indicates that the minimum ceiling height in some areas as 10'-0" clear.

**RESPONSE:** 10' - 0" minimum clear is required.

e. Section 4.1, Page 17 – ISMT Facility indicates that the minimum building height is 16'-0" clear. Section 4.2, Page 14 indicates that the Shooting Lanes minimum ceiling height is 12'-0" – 14'-0" clear.

**RESPONSE:** The additional clearance allows for depth of structure, lights, ducts, sprinklers, etc. The shooting lane overhead clearance is measured from lowest level of the shooting line, which is at a lower elevation than the main floor at the shooting area. The lowered elevation of the shooting lane area will be clarified by amendment.

- f. Section 4.1, Page 21 – Telephone Exchange Facility indicates that the minimum building height is 14'-0" clear. Section 4.2, Page 18 indicates that the ceiling height of most of the building is 12'-0" clear.

**RESPONSE:** The ceiling height shall remain 12'- 0" clear and minimum building height remain +14'- 0". If the building height needs to be increased in order to maintain an interior ceiling height of 12'- 0", then the D-B Contractor should determine and provide what additional height is needed.

16. Section 2.5.3 (Project Program, Workflow Process Section) of the RFP indicates that the BEQs are to be located "outside of the secured fence line" of the "regimental compound". The RFP drawings however do not define the extent of this fence line and it is unclear how the AT/FP requirements can be met if the Headquarters Buildings are "inside" of the regimental compound. Please define the extent of the "regimental compound" and validate that the building placement is fully compliant with UFC 4-010-01.

**RESPONSE:** There is no fenceline, per se, around the Regimental Compound. The BEQs are to be located outside of the fenced maintenance compound. The RFP site diagrams depict the intended layout clearly.

17. UFC 4-721-10 requires a separate dedicated toilet for the Duty Bunk. As the RFP design does not include this function, is this space required?

**RESPONSE:** No.

18. Section 4.1-30 (Project Program - Facility Requirements, Q1 & Q2) indicates that the Drying Shelter is to be provided with a complete ventilation system including exhaust fans in the roof. Since this shelter is entirely open on all four sides, please explain what the purpose is for these fans and how should they be sized?

**RESPONSE:** The intent is to exhaust the hot, moist air rising under the roof during hot, humid days.

19. The RFP indicates that the LEED requirements for the BEQs as "sustainable qualified". Are D/B offerers required to meet the requirements of UFC 4-721-10 which would require a "silver" rating?

**RESPONSE:** The explicit requirements of the RFP shall govern and supercede the UFC in this instance.

20. The RFP drawing for the BEQs do not provide adequate public toilets as required per UFC 4-721-10. Are D/B offerers required to meet the requirements of UFC 4-721-10 by providing the required fixture totals despite what is shown in the RFP drawings?

**RESPONSE:** The 'public toilet requirement' is adequately met by the RFP plan diagram and is satisfactory to the Base. This is consistent with other BEQ designs on Base.

21. Item #58 of Amendment 0002 states that emergency generator power is required for the Mess Hall (Bldg D). Please confirm that emergency generator shall be sized to back-up the entire facility electrical load.

**RESPONSE:** The Mess Hall standby generator must be capable of maintaining power to all refrigeration and building HVAC systems in order to preserve food and dry goods for an extended period of time. It is not a required to maintain standby power for cooking and cooking exhaust systems.

22. The elevation of the Water Storage tanks is given as max 161.5', Min 126.5', and initial HGL set at 161.5' (full tank). What elevations should be used when designing the distribution system to meet fire flows (tank full, half, empty, etc.)? i.e., does the base have a policy on how full to keep their tanks?

**RESPONSE:** The D-B Contractor shall determine the final height of the tank as necessary to suit fire flows, etc. The base has no policy, per se, regarding routine filled capacity of its tanks. It is our understanding that the tanks are customarily kept filled to minimize void space and maximize water available for fire flow and domestic usage.

23. Is there any mixing equipment required for the water storage tanks? This was a PWS requirement for a permit that was issued this week on a similar sized tank - does the base have any particular requirements?

**RESPONSE:** The base does not have any standard requirements for mixing equipment for water storage tanks.

24. Are there any details for a water distribution building? It appears that the valving for the WST can be inside a below grade valve vault, which is typically incorporated into the design of the center column foundation. Is this acceptable?

**RESPONSE:** No, there are no details for the water distribution building. The Government prefers an above-grade solution, which is more serviceable.

25. The RFP provide fire flow requirements for the following buildings: Headquarters Building, BEQ's, Supply Warehouse, Dining Facility, and Repair Garage. Please provide the fire flow requirements for all other buildings in contract for use in developing a water model.

**RESPONSE:** The D-B Contactor shall determine the fire flow for each facility based on hazard classifications and other criteria as specified under the RFP.

26. Drawings E-103, E-104, E-403, and E-404 show new Overhead Power Lines being provided as part of this contract. In the solicitation, "Description of Work" also seems to call for the contractor to provide an "overhead primary power system in the area". Several of our team members whom attended the Pre-Bid Meeting remember being told that the overhead power lines would be provided by the owner.

- Does the owner intend to provide the overhead primary power distribution system?
- If so, please provide details of what exactly will be provided with extents of work.

**RESPONSE:** No, the overhead primary power distribution system shall be provided by the D-B Contractor.

27. Also regarding the overhead power lines, the BEAP states that consideration should be given to underground versus overhead for visual reasons.

- As the documents currently issued clearly show overhead lines, should any further consideration be given to redesigning as an underground system?

**RESPONSE:** Overhead primary power shall be distributed as indicated in the RFP. Overhead primary power will transition underground to feed Padmount transformers per design guidance in UFC 3-500-10N referenced in the RFP.

28. In an effort to expedite the design deliverables and pricing for the project, please provide the existing survey in an electronic format (CAD) with the existing contours in 3D.

**RESPONSE:** CAD files will be made available to the successful offeror after award.

29. In reviewing Amendment 2 for the above subject project the "Continuation Sheet," page 13, indicates that there should be an attachment dated 5/19/08 containing RFIs and Responses RFI#001, RFI#002, RFI#003, RFI#004, RFI#005, and RFI#006. There is no attachment containing RFIs. There are, as part of the SF30, clarifications 1 through 63 that appear to be questions and answers. Are these the RFIs dated 5/19/08 that are referred to on page 13? Also, at the bottom of the page of the "Continuation Sheet" the page indicates that this is Amendment No. 3 page 2. Please verify that this is in fact Amendment No. 2 and that there is no page 1.

**RESPONSE:** The Clarifications 1 through 63 that are included in the SF30 are the RFIs that were mentioned as an attachment.

30. The N4008508R14040002 07P1220\_Wallace\_Creek\_Amend\_0002.pdf file listed in the additional documents section of the NECO website for Solicitation No. N40085-08-R-1404 indicates that it is actually

Amendment 0003 and is different than the N40085 \ N40085R1404Amend\_0002.pdf file shown in the Amendments section of the NECO website.

**RESPONSE:** That was a typographical error on the .pdf files. The Amendment was 0002 and this Amendment is 0003.

31. The list in the N4008508R14040002 Pre\_Bid\_Conference.doc file of the additional documents section of the NECO website for Solicitation No. N40085-08-R-1404 does not indicate that Michael F. Lanciault of James A. Cummins, Inc. as being present. Michael F. Lanciault of James A Cummings, Inc. was present at the pre-bid conference and signed the sign in sheet. Please review, correct, and re-distribute.

**RESPONSE:** This was an oversight and the pre-bid conference attendees list has been corrected to include Mr. Lanciault.

32. Amendment 0003 lists that there were Attachments including RFI's and Responses, Dated May 19, 2008 for RFI's # 001, #002, #003, #004, #005, and #006. These RFIs were not included with Amendment #0003.

**RESPONSE:** The RFI responses were included within the SF30 under Clarifications.

33. Subcontracting Plan Format Sub-factor 5B – Participation of Small Business in the performance of this Contract Paragraph 1.b on Page 33 of the Solicitation, Offer and Award document indicates that electronic copies of the Subcontracting Plan format can be found on the internet at [www.lantdiv.navfac.navy.mil](http://www.lantdiv.navfac.navy.mil). This website cannot be found. Is this the correct website address and if not, what is the correct website address?

**RESPONSE:** The Subcontracting Plan format has been added with this amendment.

34. We are hereby requesting the receipt of Proposals be extended from June 24, 2008 until July 15, 2008 and that the date that all bid inquiries be submitted be extended from June 13, 2008 until July 3, 2008.

**RESPONSE:** There is no extension to the proposal due dates at this time. Please submit your proposal as previously indicated.

#### **Amendment 0002 Clarifications:**

1. Please provide the project budget broken down by 'P' numbers.

**RESPONSE:** This information is not customarily released on multi-MCON projects.

2. This project appears to have been funding in FY2007 & FY2008, it is our understanding that projects funded FY2007 require a LEED Certification while FY2008 projects require a LEED Silver Certification. What will be the required LEED Certification for this project?

**RESPONSE:** The requirements for sustainable design are included under RFP Spec Section 01 33 10.05 20, Design Submittal Procedures. "Sustainable Qualified" is required for all BEQs and Headquarters buildings (26 LEED® credits, minimum). "Sustainable Validation" is required for the Mess Hall, Supply and ISMT facilities. No facilities are required to be formally submitted to or certified by the USGBC.

3. Are the topographic site plans included in the RFP available as CAD files? Also, are there drawings available indicating the wetland limits using coordinates?

**RESPONSE:** CAD files and GIS/coordinate data for wetlands will be made available to the successful offeror after award.

4. There appears to be some conflicts between Specification Section 01.14.00.05.20 and Amendment/Modification #1. Which document takes precedence? In particular:
- a) Section 01.14.00.05.20, Page 2, para c states 540 calendar days for Phase A but does not include B3 as part of the scope, while Page 6, para c of the Amendment states 600 calendar days for Phase A and does include B3 as part of the scope.
  - b) Section 01.14.00.05.20, Page 3, para g, Note 3 states that award of P-1156 could be delayed for up to 365 calendar days, while Page 6, para f, Note 2 of the Amendment states that award of P-1156 could be delayed for up to 270 calendar days.
  - c) Building H1 is indicated in some text and left out of other text, primarily Section 00010- Solicitation Contract Form - CLIN 0001; H1 does not appear in the description but we are assuming it is to be included, please confirm.

**RESPONSE:** Has been corrected in the amendment.

5. Section 01.14.00.05.20, Page 3, para h states that the widening of Birch Road is to commence and be completed with Phase A. It appears that costs associated with the road widening are to be included in ITEM NO 0002 - P1156, which is part of Phase B work and could be delayed in award for up to 270 days or 365 days. Should the cost associated with the road widening be included under the CLIN or a different ITEM NO to allow this work to be completed as part of Phase A?

**RESPONSE:** Section 01.14.00.05.20, Page 3, para h is predicated on the assumption that the P-1156 Option can be awarded in an early timeframe permitting completion by the Phase A completion date. If the award of the P-1156 Option is delayed significantly, jeopardizing its completion by the Phase A completion date, a modification to the contract will be considered. Offerors should base pricing on the RFP requirement to complete widening of Birch Road within the Phase A completion date.

6. The drawings indicate two parking lots and associated utilities that are to be included under ITEM NO 0002 - P1156, when sizing the main storm sewer and the size of the ponds for the entire project site should it be assumed that these parking lots will be installed at sometime in the future? The surface area of these parking lots will greatly affect the size of the storm sewer downstream as well as the size of the ponds and it would not be cost effective to provide these parking lots with a dedicated storm sewer and future enlargement of a pond.

**RESPONSE:** Storm drainage, like other utilities, should be sized appropriate to full scope of work, except where a BMP or specific storm drainage structure is serving an optional aspect of work only. The goal of the RFP is ensure that core infrastructure is not undersized, and coordinates with unawarded options as well as FY2010 and beyond facilities to be constructed at the Regimental Complex.

7. In pricing buildings E1, F1, G1, H1, J1, and P1, should the utilities (water, sanitary, fire, electric, etc.) be sized with the anticipation that E2, F2, G2, H2, J2, & P2 will be built in the future? It does not seem cost effective to include separate utilities for each building when they are side by side (i.e E1 & E2).

**RESPONSE:** Yes.

8. Section 00010- Solicitation Contract Form CLIN 0001 & ITEM NO 0002 - P1156 state that A1 & A2 are to be in the 36, 764 SF version, Page 7 of the Amendment indicates 42,432 SF as being the Minimum Size, please provide information as to what the 36, 764 version is.

**RESPONSE:** This is corrected in the amendment; 42,489 SF is the only version of 'A1' and 'A2' to be designed and constructed.

9. Amendment #1 - Page 4, Section 00100, para a states that the Gov't reserves the right to award the option(s) at the bid price with 365 calendar days, does that hold true for ITEM NO 0003 & 0004? It is stated that these ITEMS are to be completed by calendar day 660 if awarded, that would leave the contractor 296 calendar days to construct these buildings if the Gov't awarded on day 364.



**RESPONSE:** The P-1156 Option includes facilities to be completed under Phase B, and allows for up to 1,000 calendar days to complete. If the P-1156 Option is delayed significantly, jeopardizing its completion by the Phase B completion date, a modification to the contract will be considered at that time.

10. The project has phased turnover dates ready for Gov't use, Phase A somewhere between 540 days and 660 days depending on scope and Phase B somewhere between 900 days and 1000 days depending on scope. SF1442 - Section 00700, 52.211-12 Liquidated Damages states that if the contractor fails to complete the work within the time specified in the contract, the contractor shall pay liquidated damages to the Gov't in the amount the amount of \$99,950 for each calendar day. Does this apply to each phased turnover date or does it apply to the overall schedule duration? If liquidated damages apply to the phased turnover dates, will the dollar value be reduced from the \$99,950 per day?

**RESPONSE:** The liquidated damages shall apply to the final completion date for all work; i.e., after the Phase B completion date.

11. The permits listed below are identified as required for the project: We doubt that most of these permits are necessary but the S.O.W. requires them.

- a) Air Quality (Emissions, Power Generators, Volatile Organic Compounds Use/Storage Facilities, Dry Cleaning Facilities, Incinerators, Boilers, Extensive Earthwork, and Any Other Source of Atmospheric Emissions)
- b) Corps of Engineers and State Dredge and Fill
- c) Corps of Engineers and State River Crossings (for utility lines, including wastewater collection lines)
- d) NPDES (list type)
- e) Stormwater Management
- f) Water Quality Certification (for land-disturbing activities)
- g) Erosion and Sedimentation Control Approval
- h) Sewer Non-Discharge (extension to wastewater collection lines) – or –
- i) Sewer System Approval (new/upgraded/expanded system)
- j) Sewage Subsurface disposal (septic systems)
- k) Residue Ocean Disposal (treated wastewater/dredge spoils)
- l) Water Use
- m) Water System Approval (Potable Water)
- n) Well Construction (Potable Water)
- o) Well Construction (Monitoring)
- p) Coastal Zone Consistency Statement
- q) Underground Storage Tanks (installation)

**RESPONSE:** Several of the permits listed by the above inquiry will be required. The RFP includes discussion of some of the permitting requirements under RFP Specification Section 01 57 19.05 20, TEMPORARY ENVIRONMENTAL CONTROLS FOR DESIGN-BUILD. It is up to the Contractor and its designer to verify which permits are required based on the Contract's scope of work, and to obtain the permits.

12. Construction and operating permits are listed as required. These are typically part of a construction contract and are not typically part of a design contract.

**RESPONSE:** Under this Contract, it is up to the Contractor and its designer to verify which permits are required based on the Contract's scope of work, and to obtain the permits.

13. LEED certification/registration with USGBC is required. Is this necessary for this type of project?

**RESPONSE:** No; however, "Sustainable Qualification" and "Sustainable Validation" are required. Refer to RFP Specification Section 01 33 10.05 20, DESIGN SUBMITTAL PROCEDURES for requirements.

14. Color Boards: You may need these but I wanted to check because of the type and size of the project.

**RESPONSE:** Color Boards will be required during the design phase after award. This is addressed by NAVFAC Design policies and UFC's.

15. Rendering: This is an option and we will submit a price but we would question it on this type and size of project.

**RESPONSE:** Renderings are not an option item and will be required during the design phase after award. This is addressed by RFP Specification Section 01 50 00.05 20, TEMPORARY FACILITIES AND CONTROLS FOR DESIGN-BUILD.

16. Hazard analysis; asbestos, lead, mercury, pcb testing; the requirements are fairly extensive and we wanted to make sure they are required before we added cost to the project.

**RESPONSE:** These are not required.

17. Energy Computations: This is a standard requirement but the requirements are fairly extensive and may not be justified for a project of this type.

**RESPONSE:** Follow the requirements as stated in the RFP.

18. Section 00100, Pg 8 of 42, Site Visit to be held at Norfolk. Question: Will there be a Site Visit to Camp Lejeune? Please advise.

**RESPONSE:** A formal site visit meeting will not be arranged.

19. Section 00100, Drawings, Electronic Files. Question: Will the CADD files be available for bidding purpose? Please advise.

**RESPONSE:** CADD files will be made available to the successful offeror after award.

20. Section 00100, Pg 34 of 42, Project Budget. Question: Typically for a Design-Build Solicitation the Construction-Cost-Limitation/ Budget is published. In Paragraph B.2, there is a statement about "scope reductions" relative to budget. It seems that the Budget was not listed. Please advise.

**RESPONSE:** The estimated target award amount for this project is \$172,490,000

21. Section 00100, Bid Form, Evaluation of Price, Paragraph "a". Question: This states "...to award the options to the contractor and the bid price within 365 calendar days after the contract award". Typically, this Option Period is 90-to-120 days (vs. 365 days). This delay could adversely impact the schedule in terms of multiple Design Phases and Construction Mobilization. Please consider either reducing this time period or clearly requiring (by Bid Item) a single Design Phase.

**RESPONSE:** The 365-day delay is unusual; however, it is driven by the uncertain circumstances related to Congressional funding for P-1156. See amendment for changes in the Option Period for the BEQs.

22. Section 00100, Bid Form, FF&E. Question: Options #0005 thru 0007 appear to be reflect the FF&E for B1, B2, C1, C2, B4, and B3. What about the FF&E for all the other facilities, especially "D (Mess Hall)"? Please advise.

**RESPONSE:** Under the original Solicitation, collateral equipment for all non-BEQ facilities was to be procured separately by others. This will be amended, however; and all collateral equipment will be procured under this Contract. The Bid Form will be adjusted to reflect this change, and an amendment will be forthcoming on this soon.

23. RFP Specifications by HBA, Table of Contents, Pg 3. Question: Attachment No-6 (P-1184) as listed in the TOC appears to be missing. Please advise.

**RESPONSE:** See attachments.

24. Attachment B, Areas (Max & Min). Question: There appears to be several conflicts in the programmed Maximum and Minimum Sizes (SF) where some Maximums are smaller than the respective Minimum. Please advise.

**RESPONSE:** This attachment has been removed from the RFP.

25. Section 00100, Pg 7 of 42, Davis Bacon Wages. Question: The required Davis-Bacon Wage Determination does not appear to be indicated

**RESPONSE:** General Decision Number NC080033 02/08/2008 NC33 has been added by amendment.

26. Project Program, Pg 34, Para 3.3.3, Site Development Permitting. Question: Typically permits for On-Base MILCON projects are secured / provided by the Government. Given the short bid period and limited design, acquiring such information is a challenge. Suggest that the Government provide a Bid-Item as an Allowance for these items. Please advise.

**RESPONSE:** It shall be the Contractor's responsibility to obtain all permits and to anticipate the cost and difficulty of obtaining such permits. No allowance or stipend above and beyond the awarded contract amount to cover these costs will be considered.

27. Section 00800, Pg 27 of 42, 5252.223-9301 Wildlife Preservation. Question: The "applicable restrictions" appear to be missing. Please advise.

**RESPONSE:** There are no known wildlife preservation issues at the Wallace Creek Regimental Complex area. The site has been approved by the Base and Base Wildlife Management for construction of this project.

28. Item 2.3.1 of the Project Program identifies that this project should be designed to meet the requirements of the 2006 International Building Code (IBC). However, the Engineering System Requirements shown in the Performance Technical Specifications identifies that the identified Occupancy Classification is based upon the 2003 IBC. Furthermore, the provided geotechnical information in Attachment No. 3 identifies a recommendation for the seismic class and soil bearing capacities based on 2003 IBC. But, the information in Attachment No. 4, Seismic Site Class Report, analyzes the site based on 2006 IBC, Section 1613. Please clarify which standards apply, and which documents should be utilized in assessing the required soil capacities and site design. Please provide the project budget broken down by 'P' numbers.

**RESPONSE:** NAVFAC is using IBC 2003. Budget figures broken down by P-numbers will not be furnished. Award will not be made by P-numbers, with exception of funds available for option items.

29. Please provide all the drawings issued with the RFP in a working drawing format in lieu of a pdf format.

**RESPONSE:** PDF version is all that will be made available

30. The Water System Study text calls out C-900 water main piping, however the Water CAD pipe report lists all pipe as Ductile Iron. Please clarify what material will be required, and specifically what DR or Class of pipe will be required.

**RESPONSE:** C-900 is generally permissible at most locations; however, ductile iron will be required by piping subject to certain operating pressures, and will always be required for buried waterlines extending beneath roadways, pavements, and other areas subject to surface loads.

31. Is there a specific style that is required for the elevated water tank? I.e. leg tank, water spheroid "golf ball", etc. What elevation does the base want this tank to be set at, or can it be set by the contractor with altitude valves?

**RESPONSE:** The elevated tower should be constructed similar to other towers at Lejeune, which vary to some degree. Bear in mind that Lejeune is in coastal zone and is subject to relatively wind loads. Lateral forces on the tower will limit the choices of tower design to some extent. The Contractor shall determine height of the tank.

32. Are utility road crossings required to be encased? If so, using what design standards? If required, we prefer to use steel encasement piping with steel spacing spiders.

**RESPONSE:** Unless otherwise indicated by the RFP or applicable UFC's, type and location of encasements shall be determined by the Design-Build Contractor. All outside of plant telecommunications systems shall be encased in concrete ductbanks.

33. What pipe material will be allowed for horizontal directional drill pipe (HDPE, DIP, or Fusible PVC)? We suggest that HDPE, butt fused be found acceptable.

**RESPONSE:** Unless otherwise indicated by the RFP or applicable UFC's, type of pipe material shall be determined by the Design-Build Contractor.

34. Are open cut utility crossings permitted across wetlands by the military, provided appropriate USACOE / CAMA permits are obtained, or is directional drilling required to avoid impacts?

**RESPONSE:** No, except to the extent defined by wetlands disturbance permit. It is preferable to bore directionally beneath these areas.

35. Does the military require any special coatings for DIP?

**RESPONSE:** No. Unless otherwise indicated by the RFP or applicable UFC's, coatings for DIP, if needed, shall be determined by the Design-Build Contractor.

36. Are there any required coatings or other ad-mixtures required for the pump station wet well and sanitary sewer manholes?

**RESPONSE:** No. Unless otherwise indicated by the RFP or applicable UFC's, coatings for sanitary sewer systems, if needed, shall be determined by the Design-Build Contractor.

37. Is there a list of approved manufacturers for pipe, pumps, valves, generators, etc? If so, please provide.

**RESPONSE:** No. There are specific manufacturer requirements for certain telecommunication system components, as specified under RFP Part Five Section 27 10 00, BUILDING TELECOMMUNICATIONS CABLING SYSTEM

38. The Description of Work section mentions the project will require construction of natural gas distribution system and appurtenances, but that they will be provided under separate contract by Piedmont Natural Gas. Please confirm the details of this arrangement and further confirm that no design or construction of natural gas is included in the scope of this project for the contractor.

**RESPONSE:** Piedmont Natural Gas will install the natural gas systems up to and including individual building meters which will be installed within 5-ft line of building. Contractor will have no responsibility to Piedmont Natural Gas. Contractor will be responsible for the internal building distribution of the natural gas.

39. Should the stormwater BMP's be designed and permitted to accommodate future expansion beyond the full scope bid (i.e. to phase 2 – FY 10) with no modification, or will they be expanded / re-permitted at the time of any future expansion.

**RESPONSE:** The RFP does not require BMPs to be expandable for future facilities, FY2010 and beyond.

40. Can the stormwater BMP's be sited where future expansion is planned, with the understanding that they would have to be relocated at the time of that expansion?

**RESPONSE:** No. Nothing may be built on site of future facilities. It is desirable that these areas be left completely undisturbed to the greatest practical extent.

41. The Stormwater Management Study provided as part of the RFP documents states that nutrient-reduction standards apply to the jurisdiction of this project, but since the project site does not drain to the Neuse or Pamlico-Tar River Basins, it is unclear how the contractor should address these requirements. Please provide clarification.

**RESPONSE:** Wallace Creek drains to the New River Basin. Techniques to accomplish nutrient-reduction shall be determined by the Design-Build Contractor.

42. How current is the wetland delineation, has it received a jurisdictional determination from the Army Corps, and when can we receive for review?

**RESPONSE:** The delineation was recently completed in conjunction with survey for this project. It is in jurisdictional compliance with the Army Corps.

43. The RFP documents conflict on direction regarding fire pumps. Will it be required that each building have a dedicated fire pump, or can several buildings share a common fire pump (per D202003, 3.2, page 6)?

**RESPONSE:** No more than two adjacent BEQs may share a fire pump. The two BN/CO Headquarters buildings may share a pump, if needed. Other operational facilities may share a fire pump subject to the limitations of NFPA and UFC's.

44. Have the onsite wetlands been delineated and confirmed with USACE? If so, is the USACE determination letter available?

**RESPONSE:** Delineation is confirmed with USACE; letters can be made available to the successful offeror upon award.

45. Are CAD drawings of the survey available?

**RESPONSE:** No. CAD drawings will be furnished to successful offeror after award.

46. What are the required improvements for Parachute Tower Road?

**RESPONSE:** Paving to support tactical and POV traffic.

47. Clarify the fire hydrant test. Please indicate both static and residual pressures for both hydrant flow tests.

**RESPONSE:** The information requested cannot be furnished at this time. We are investigating the results to determine if these values can be calculated based on the data collected, and what relevance such values may have. A new water tower will be provided in the project area; and the flow test conducted is not indicative of the GPM or pressure intended for facilities to be built under this Contract.

48. Work Restrictions for Design-Build, Section 1.2.1: Please clarify which phase and fiscal year buildings H1 and K are to be constructed.

**RESPONSE:** Telephone Exchange Building 'K' must be completed within 365 calendar days after award; ISMT Facility 'H1' is an operational facility to be completed under Phase B.

49. Overall Site Plan (full scope): Please clarify which phase and fiscal year the additional parking at Supply J2 is to be constructed.

**RESPONSE:** Phase B.

50. Is there a maximum height allowed for the elevated water tank?

**RESPONSE:** Exact height of the tower to be determined by the Design-Build Contractor. The height should not exceed the height of the nearest two towers at Hadnot Point and in the Industrial Area.

51. Is a ground storage tank with booster pumps allowed in lieu of an elevated tank?

**RESPONSE:** No.

52. Project Objectives Paragraph 2.2.17 indicates that the oil/water separator is to be tied to the sanitary sewer system. Project Objectives Paragraph 2.2.18 indicates the oil/water separator shall connect to the storm drainage system. Please clarify.

**RESPONSE:** OWS from wastewater inside building footprint (for example, floor drains inside Motor Transport Maintenance) should drain to the sanitary system. OWS from waters outside the building footprint (i.e., where exposed to rainfall) should drain to the stormwater management system.

53. Overall Site Plan (Base Bid): What phase and fiscal year are the softball fields, volleyball courts and basketball courts to be constructed?

**RESPONSE:** Phase B.

54. Overall Site Plan (Base Bid): What phase and fiscal year is the pedestrian bridge to be constructed?

**RESPONSE:** The pedestrian bridges are Not In Contract (NIC).

55. Is additional Archeological information going to be provided or is the contractor responsible for completing an Archeological study?

**RESPONSE:** No archaeological information will be provided; further study within the site limits for Phase 1 is not required.

56. Section G30 Site Mechanical Utilities, Paragraph G3010 Water Supply indicates that the water system is owned, operated and maintained by MCB Camp Lejeune Public Works Division. Please confirm that Camp Lejeune PW has a public utility license with the State of North Carolina. Does Camp Lejeune PW have a Water Supply Management Plan and Engineering Report approved by the North Carolina Department of Environment and Natural Resources? Is Camp Lejeune PW a Delegated Review authority for water main permitting?

**RESPONSE:** No. Lejeune is independent from North Carolina and the ONWASA water system. There are reciprocal agreements between ONWASA and Lejeune regarding water wells and water treatment, but no licensing agreements, per se.

57. Will Project 1182-B (N.I.C.) for the construction of the offsite sewer lift station include a receiving manhole to accommodate the new force main from the Wallace Creek project?

**RESPONSE:** Yes, manhole provided north side of Parachute Tower Road west of the utility corridor.

58. The Facility Requirement Sheets (Section 4.1) for the Mess Hall (D), Armory Building (G1/G2), and Supply Building (J1/J2) indicate a requirement for emergency power. However Section D509002 only indicates that emergency generators are required for the Headquarters Facility, Motor Maintenance Facility, Elec/Comm Facility, and the Telecommunications Exchange Building. Please clarify if emergency generators are also required for the Mess Hall, Armory and Supply.

**RESPONSE:** Standby generator power is only required at Mess Hall 'D,' Telecommunications Exchange Building 'K,' Sanitary Sewer Lift Station 'N' and Water Distribution Building 'M.' Standby generator power is not required at any other locations. It is assumed that electrical power is reliable enough to employ electric fire pumps without standby generator back-up; however, this must be verified by the Contractor.

59. Please clarify the requirements of Section D503005 – Security Systems. Where is an Electronic Security System (ESS) required? Is IDS only required for the private offices in the Supply Warehouse and Motor-T facilities, the Armory and the Open Secret Storage spaces in the Headquarters and Elec/Comm Facility? Will information be provided during the proposal phase by SPAWAR to define the scope of the ESS and IDS systems?

**RESPONSE:** IDS is required throughout the Armory facilities, at BN/CO SCIFs, SIPRNET cafés and EKMS vaults. The RFID System, described by ESR D503090, is an important system to accommodate. For the IDS and RFID systems, Contractor shall provide:

- a. Empty conduit and junction boxes for device installation by others
- b. Power for CCTV and central equipment
- c. Door contact/status switches

SPAWAR and Base Provost Marshall will be the coordinating entities with whom Contractor shall work to define devices and their locations.

60. Please refer to 4.1 facility requirements for Buildings H1, H2, J1, and J2. B30 Roofing requires a 5/12 minimum pitch for the SSMR system. At this pitch and configuration of these buildings, the ridge height will be 24' to 28' above the eave height of the building. Would you consider changing the minimum pitch of these roofs to save on interior attic volume?

**RESPONSE:** No.

61. ESR Section D30 states that all Wallace Creek Facilities shall surpass by 30% the baseline energy cost as determined by ASHRAE 90.1-2004. In the Project Program, Section 2.3.10, reference is made to the Energy Policy Act of 2005, which requires 30% energy reduction provided it is Life Cycle Justified.

- a. Please indicate if 30% energy cost reduction is mandatory, or if it is based on Life Cycle Justification.

**RESPONSE:** This project consists of various facilities, some of which are more energy-intensive than others. Project Program Para. 2.3.10 offers alternative methods of analysis for facilities where seasonal and life cycle conditions can improve the calculated performance. Life cycle basis may be used under the circumstances specified in Project Program Para. 2.3.10. Mess Hall Facility 'D,' in particular, will have difficulty meeting the requirement due to the fact that cooking exhaust hoods are process loads that must be included in the analysis.

The Contractor and its designer have a variety of methods and systems at their disposal, such as heat recovery systems, to implement for sake of life cycle energy conservation. The Contractor shall meet the requirements of Project Program Para. 2.3.10 by employing one (or all four) of the performance-based analytical methods for all occupied facilities – including A1, A2, B1, B2, B3, B4, C1, C2, D, E1/E2, F1/F2, G1/G2, H1/H2 and J1/J2.

- b. Please indicate if all Wallace Creek Facilities must comply with these requirements, or only those facilities that are classified as "Sustainable Qualified".

**RESPONSE:** RFP Specification Section 01 33 10.05 20, DESIGN SUBMITTAL PROCEDURES addresses the project requirements under Para. 1.8.3 and related subparagraphs AND Para. 3.4 at the end of the Section. Additional clarification is furnished by amendment.

62. The liquidated damages of \$99,950/day are extremely excessive. The MARSOC project LDs initially were \$78,000/day then reduced by amendment to \$39,000/day. Please consider reducing the liquidated damages to a more reasonable amount.

**RESPONSE:** The liquidated damages have been addressed in this amendment.

63. Due to the large size of this project, we are requesting a 21-day extension of the proposal due date to July 15, 2008.

**RESPONSE:** There is no extension to proposal due dates at this time. Please submit your proposal as previously indicated.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		167,900,000	Dollars, U.S.	\$1.00	\$167,900,000.00

Base Bid  
FFP

Price for the entire work, complete and usable in accordance with the drawings and specifications, but excluding work indicated or specified to be provided in Bid Items 0002, 0003 and 0004.

Contract Completion Date: 14 September 2011

Liquidated Damages: \$69,140 per calendar day of delay until the work is completed or accepted.

Items Accepted: Base Bid and Options 1, 2, and 3 of Specification N40085-08-R-1404 with Amendments 0001 through 0006 and the Small Business Subcontracting Plan approved 15 September 2008.

Base Bid	\$167,900,000
Option Item 1	\$ 13,982,000
Option Item 2	\$ 8,485,000
Option Item 3	\$ 1,804,000
Total Amount	\$192,171,000

The Government reserves the unilateral right to exercise the options within 730 calendar days from award.

FOB: Destination  
PURCHASE REQUEST NUMBER: ACQR621508

NET AMT	\$167,900,000.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000101	ACRN AA FFP FOB: Destination				
				NET AMT	\$0.00
	ACRN AA				\$38,281,261.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000102	ACRN AB FFP FOB: Destination				
				NET AMT	\$0.00
	ACRN AB				\$25,643,243.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000103	ACRN AC FFP FOB: Destination				
				NET AMT	\$0.00
	ACRN AC				\$27,808,339.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000104	ACRN AD FFP FOB: Destination				
				NET AMT	\$0.00
	ACRN AD				\$14,780,055.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000105	ACRN AE FFP FOB: Destination				
				NET AMT	\$0.00
	ACRN AE				\$37,424,447.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000106	ACRN AF FFP FOB: Destination				
				NET AMT	\$0.00
	ACRN AF				\$37,944,655.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		13,982,000		\$1.00	\$13,982,000.00
EXERCISED OPTION	Option 1 - BEQ Facility "B4" Option FFP Price for providing all work in connection with P-1087 Four-Story BEQ Facility 'B4' and all related site/utility work, complete and usable in accordance with the drawings and specifications, excluding work indicated or specified in Base Bid 0001 and Bid Items 0001, 0003 and 0004.  Funding for this CLIN is incorporated into CLIN 0001 ACRN AC.  FOB: Destination				
				NET AMT	\$13,982,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		8,485,000		\$1.00	\$8,485,000.00
OPTION	Option 2 - Base Bid Collateral Equipment FFP Price for providing all work in connection with procurement and installation of all collateral Fixtures, Furnishings and Equipment (FF&E) for all projects except P1087,' complete and usable in accordance with the drawings and specifications, excluding work described in Bid Items 0001, 0002 and 0004. Total for FF&E \$8,060,750 Handling and Administrative Rate (HAR) (NTE 5%) 5% \$ 424,250 Total FF&E Budget Amount (Estimated) \$8,485,000  FOB: Destination				
NET AMT					\$8,485,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		1,804,000		\$1.00	\$1,804,000.00
OPTION	Option 3-Coll Equip Opt for BEQ Fac "B4" FFP Price for providing all work in connection with procurement and installation of all collateral Fixtures, Furnishings and Equipment (FF&E) for P-1087 BEQ Facility 'B4,' complete and usable in accordance with the drawings and specification, excluding work described in Bid Items 0001, 0002 and 0003. Total for FF&E for P1087 \$1,713,800 Handling and Administrative Rate (HAR) (NTE 5%) 5% \$ 90,200 Total FF&E Budget Amount (Estimated) \$1,804,000  FOB: Destination				
NET AMT					\$1,804,000.00

## Section 00100 - Bidding Schedule/Instructions to Bidders

### BASIS FOR AWARD

This procurement will result in a firm fixed price contract for the design and construction of the Wallace Creek project at Marine Corps Base Camp Lejeune, North Carolina which will be negotiated and awarded using a two-phase design build and best value source selection process as described in FAR Pars 36.3 and 15.3 respectively. Phase I of the process allows for the evaluation of each firm's technical competencies and other non-price/cost related factors against stated evaluation criteria. Firms selected for Phase II will submit amplified technical proposals and other information with separate price or cost proposal data. This process will be used to ensure selection of the source evidencing the best overall capability to perform the work in a manner most advantageous to the Government. Offerors are encouraged to demonstrate Corporate Experience, Management Approach to Quality Control, Past Performance, Safety, Small Business, Technical, Schedule and Price. The Government intends to award the contract to the offeror providing the best value, considering technical, price and other factors, in accordance with the criteria set forth in the approved sources selection plan and that which is included in the solicitation.

The solicitation advises offerors that the best value source may not be the lowest priced proposal or the highest technically rated proposal. **Offerors are advised that proposal evaluation and contract award may be made without discussion.** Offerors are advised that they should not assume they would be contacted, or afforded the opportunity to qualify, discuss, or revise their proposal. The Government also reserves the right to enter into discussions if deemed necessary, and if discussions are conducted, the offerors will be afforded the opportunity to revise their proposal. After evaluation of phase I, the most highly competitive offerors will be notified regarding submission of Phase II proposals.

a. Phase I written technical proposal will address Corporate Experience, Management Approach to Quality Control, Past Performance and Safety. The Phase I evaluation will result in a determination of the most highly qualified Offerors. These Offerors will be requested to submit a Phase II Proposal. The maximum number of Offerors that will be selected to submit a Phase II Proposal is five (5).

b. Phase II of the solicitation process shall be comprised of a written Small Business Subcontracting plan, Technical Approach, Schedule and Price, which will be evaluated in accordance with FAR 15.3 and the approved source selection plan.

The Government reserves the right to eliminate from consideration for award any or all offers at any time prior to award of the contract, to negotiate with offerors in the competitive range, and to award the contract to that offeror submitting the proposal determined to represent the best value, most advantageous to the Government, price and other factors considered.

The Government intends to evaluate proposal and award the contract without discussions with offerors. However, the Government reserves the right to conduct discussions upon the determination and recommendation of the Source Selection Authority. Therefore, each initial offer should contain the offerors best terms from a technical and price standpoint.

The tradeoff process is selected as appropriate for this procurement. The Government considers it to be in its best interest to allow consideration of award to other than the lowest priced offeror or other than the highest technically rated offeror.

**NOTE: Offerors shall provide the following information via email to [elloise.m.hitshe@navy.mil](mailto:elloise.m.hitshe@navy.mil) within five (5) working days prior to the proposal due date if proposal is to be hand carried to the complex:**

**Name of person(s) delivering proposal**

**Company**

**Birthplace**

**Social Security Number**

## Section 00700 - Contract Clauses

### CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2007
52.203-13	Contractor Code of Business Ethics and Conduct	DEC 2007
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	JUL 2006
52.204-9	Personal Identity Verification of Contractor Personnel	SEP 2007
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9	Small Business Subcontracting Plan	NOV 2007
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-28	Post-Award Small Business Program Rerepresentation	JUN 2007
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	JUL 2005
52.222-6	Davis Bacon Act	JUL 2005
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-9	Apprentices and Trainees	JUL 2005
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	JUL 2005
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations.	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-50	Combating Trafficking in Persons	AUG 2007
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	DEC 2007

52.227-4	Patent Indemnity-Construction Contracts	DEC 2007
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-11	Pledges Of Assets	FEB 1992
52.228-14	Irrevocable Letter of Credit	DEC 1999
52.228-15	Performance and Payment Bonds--Construction	NOV 2006
52.229-3	Federal, State And Local Taxes	APR 2003
52.230-2	Cost Accounting Standards	APR 1998
52.232-5	Payments under Fixed-Price Construction Contracts	SEP 2002
52.232-17	Interest	JUN 1996
52.232-23	Assignment Of Claims	JAN 1986
52.232-27	Prompt Payment for Construction Contracts	SEP 2005
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-4	Physical Data	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21 Alt I	Specifications and Drawings for Construction (Feb 1997) - Alternate I	APR 1984
52.236-26	Preconstruction Conference	FEB 1995
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-4	Changes	JUN 2007
52.246-12	Inspection of Construction	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
52.248-3	Value Engineering-Construction	SEP 2006
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (May 2004) - Alternate I	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.215-7000	Pricing Adjustments	DEC 1991
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	APR 2007
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993

252.225-7012	Preference For Certain Domestic Commodities	JAN 2007
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7022	Government Rights (Unlimited)	MAR 1979
252.227-7033	Rights in Shop Drawings	APR 1966
252.232-7003	Electronic Submission of Payment Requests	MAR 2007
252.232-7010	Levies on Contract Payments	DEC 2006
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.236-7006	Cost Limitation	JAN 1997
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.203-14 DISPLAY OF HOTLINE POSTER(S) (DEC 2007)

###### (a) Definition.

United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

###### (b) Display of fraud hotline poster(s). Except as provided in paragraph (c)--

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites--

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Poster(s) Obtain from

(Contracting Officer shall insert—

(i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster); and

(ii) The website(s) or other contact information for obtaining the poster(s).)

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5,000,000, except when the subcontract--

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

(End of clause)

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984) -  
ALTERNATE I (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later 1095 calendar after the date the contractor receives the notice to proceed. The time stated for completion shall include final cleanup of the premises.

(End of clause)

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$69,140 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL  
EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
23.5	6.9

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform



throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is The Wallace Creek Area of Marine Corps Base Camp Lejeune North Carolina  
(End of provision)

#### 52.225-11 BUY AMERICAN ACT--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (AUG 2007)

(a) Definitions. As used in this clause--

Caribbean Basin country construction material means a construction material that--

- (1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

Component means an article, material, or supply incorporated directly into a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

Designated country means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement country (Aruba, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, or United Kingdom);

(2) Free Trade Agreement country (Australia, Bahrain, Canada, Chile, Dominican Republic, El Salvador, Guatemala, Honduras, Mexico, Morocco, Nicaragua, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Cape Verde, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, East Timor, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Madagascar, Malawi, Maldives, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, Tanzania, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, British Virgin Islands, Costa Rica, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Netherlands Antilles, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, or Trinidad and Tobago).

Designated country construction material means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

Domestic construction material means--

(1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

Foreign construction material means a construction material other than a domestic construction material.

Least developed country construction material means a construction material that--

(1) Is wholly the growth, product, or manufacture of a least developed country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

United States means the 50 States, the District of Columbia, and outlying areas.

WTO GPA country construction material means a construction material that--

(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) Construction materials. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American Act restrictions are waived for designated country construction materials.

(2) The Contractor shall use only domestic or designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows: None

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that--

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) \1\
Item 1:			
Foreign construction material....			
Domestic construction material...			
Item 2:			
Foreign construction material....			
Domestic construction material...			

\1\ Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

(End of clause)

52.225-12 NOTICE OF BUY AMERICAN ACT REQUIREMENT-- CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (JAN 2005)

(a) Definitions. ``Construction material," ``designated country construction material," ``domestic construction material," and ``foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled ``Buy American Act--Construction Materials Under Trade Agreements" (Federal Acquisition Regulation (FAR) clause 52.225-11).

(b) Requests for determination of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-11 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause 52.225-11.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers. (1) When an offer includes foreign construction material, other than designated country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic or designated country construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-11 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material, and the offeror shall be required to furnish such domestic or designated country construction material. An offer based on use of the foreign construction material for which an exception was requested-- (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

#### 52.228-1 BID GUARANTEE (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.-

(c) The amount of the bid guarantee shall be 20 percent of the bid price or \$3,000,000, whichever is less.-

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.-

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of clause)

52.229-2 NORTH CAROLINA STATE AND LOCAL SALES AND USE TAX (APR 1984)

(a) "Materials," as used in this clause, means building materials, supplies, fixtures, and equipment that become a part of or are annexed to any building or structure erected, altered, or repaired under this contract.

(b) If this is a fixed-price contract, the contract price includes North Carolina State and local sales and use taxes to be paid on materials, notwithstanding any other provision of this contract. If this is a cost-reimbursement contract, any North Carolina State and local sales and use taxes paid by the Contractor on materials shall constitute an allowable cost under this contract.

(c) At the time specified in paragraph (d) below, the Contractor shall furnish the Contracting Officer certified statements setting forth the cost of the materials purchased from each vendor and the amount of North Carolina State and local sales and use taxes paid. In the event the Contractor makes several purchases from the same vendor, the certified statement shall indicate the invoice numbers, the inclusive dates of the invoices, the total amount of the invoices, and the North Carolina State and local sales and use taxes paid. The statement shall also include the cost of any tangible personal property withdrawn from the Contractor's warehouse stock and the amount of North Carolina State and local sales or use tax paid on this property by the Contractor. Any local sales or use taxes included in the Contractor's statements must be shown separately from the State sales or use taxes. The Contractor shall furnish any additional information the Commissioner of Revenue of the State of North Carolina may require to substantiate a refund claim for sales or use taxes. The Contractor shall also obtain and furnish to the Contracting Officer similar certified statements by its subcontractors.

(d) If this contract is completed before the next October 1, the certified statements to be furnished pursuant to paragraph (c) above shall be submitted within 60 days after completion. If this contract is not completed before the next October 1, the certified statements shall be submitted on or before November 30 of each year and shall cover taxes paid during the 12-month period that ended the preceding September 30.

(e) The certified statements to be furnished pursuant to paragraph (c) above shall be in the following form: I hereby certify that during the period . . . to . . . [insert dates], . . . [insert name of Contractor or subcontractor] paid North Carolina State and local sales and use taxes aggregating \$ . . . (State) and \$ . . . (local), with respect to building materials, supplies, fixtures, and equipment that have become a part of or annexed to a building or structure erected, altered, or repaired by . . . [insert name of Contractor or subcontractor] for the United States of America, and that the vendors from whom the property was purchased, the dates and numbers of the invoices covering the purchases, the total amount of the invoices of each vendor, the North Carolina State and local sales and use taxes paid on the property (shown separately), and the cost of property withdrawn from warehouse stock and North Carolina State and local sales or use taxes paid on this property are as set forth in the attachments.

(End of clause)

52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least 20% percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

[www.arnet.gov/far](http://www.arnet.gov/far)

(End of clause)

252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall--

- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies;
- (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and
- (5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

- (1) Large-scale drawings shall govern small-scale drawings; and
- (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

Part 6 – Attachments

(End of clause)

5252.201-9300 CONTRACTING OFFICER AUTHORITY (JUN 1994)

In no event shall any understanding or agreement between the Contractor and any Government employee other than the Contracting Officer on any contract, modification, change order, letter or verbal direction to the Contractor be effective or binding upon the Government. All such actions must be formalized by a proper contractual document executed by an appointed Contracting Officer. The Contractor is hereby put on notice that in the event a Government employee other than the Contracting Officer directs a change in the work to be performed,

it is the Contractor's responsibility to make inquiry of the Contracting Officer before making the deviation. Payments will not be made without being authorized by an appointed Contracting Officer with the legal authority to bind the Government.

#### 5252.209-9300 ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1994)

The restrictions described herein shall apply to the Contractor and its affiliates, consultants and subcontracts under this contract. If the Contractor under this contract prepares or assists in preparing a statement of work, specifications and plans, the Contractor and its affiliates shall be ineligible to bid or participate, in any capacity, in any contractual effort which is based on such statement of work or specifications and plans as a prime contractor, subcontractor, consultant or in any similar capacity. The Contractor shall not incorporate its products or services in such statement of work or specification unless so directed in writing by the Contracting Officer, in which case the restriction shall not apply. This contract shall include this clause in its subcontractor's or consultants' agreements concerning the performance of this contract.

#### 5252.228-9305 NOTICE OF BONDING REQUIREMENTS (DEC 2000)

Within 10 days of receipt of award, the bidder/offeror to whom the award is made shall furnish the following bond(s) each with satisfactory security:

XX A Performance Bond (Standard Form 25). The performance bond shall be in a penal sum equal to 100% percent of the contract price.

XX A Payment Bond (Standard Form 25A). The payment bond shall be in a penal sum equal to 100% of the contract price.

Any surety company holding a certificate of authority from the Secretary of Treasury as an acceptable Surety on Federal bonds will be accepted. Individual sureties will be permitted as prescribed in FAR 28.203 and FAC 5252.228-9300. Alternative types of security in lieu of furnishing sureties on performance and/or payment bonds will be permitted as prescribed in FAR 28.204, and will be held for at least one year after the completion of the contract. Additional bond security may be required as prescribed in FAR 52.228-2. Bonds shall be accompanied by a document authenticating the agent's authority to sign bonds for the surety company.

The contract time for purposes of fixing the completion date, default and liquidated damages shall begin to run from the date of award, regardless of when performance and payment bonds or deposits in lieu of surety are executed.

#### 5252.236-9300 LIMITATIONS ON AUTHORITY Of ARCHITECT-ENGINEER (JUN 1994)

Unless specific exceptions are established by a written instruction issued by the Contracting Officer, the A-E:

(a) Shall not authorize any deviation from the construction contract documents or approve any substitute materials or equipment.

(b) Shall not exceed limitations on the Government's authority as set forth in construction contract documents.

(c) Shall not undertake any of the responsibilities of the contractor, subcontractors, construction Contractor's Superintendent or Contractor Quality Control Representative.

(d) Shall not expedite or accelerate the work of construction contractor and subcontractors.

(e) Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in construction contract documents.

(f) Shall not authorize or advise users to occupy projects in whole or in part, unless agreed to by the Contracting Officer.



5252.236-9303 ACCIDENT PREVENTION (NOV 1998)

(a) The Contractor will maintain an accurate record of, and will report to the Contracting Officer in the manner and on the forms prescribed by the Contracting Officer, all accidents resulting in death, traumatic injury, occupational disease, and damage to property, materials, supplies and equipment incident to work performed under this contract.

(b) Compliance with the provisions of this article by subcontractors will be the responsibility of the Contractor.

(c) Prior to commencement of the work, the Contractor may be required to:

(1) submit in writing his proposals for effectuating provision for accident prevention;

(2) meet in conference with representatives of the Contracting Officer to discuss and develop mutual understandings relative to administration of the overall safety program.

5252.236-9304 UTILITIES FOR CONSTRUCTION AND TESTING (JUN 1994)

The Contractor shall be responsible for obtaining, either from available Government sources or local utility companies, all utilities required for construction and testing. The Contractor shall provide these utilities at his expense, paid for at the current utility rate delivered to the job site. The Contractor shall provide and maintain all temporary utility connections and distribution lines, and all meters required to measure the amount of each utility used.

5252.236-9310 Record Drawings ALT II (OCT 2004)

As prescribed in 36.5100(g)(1), when a Design-Built contract is used replace with the following:

“Upon completion of the work, both sets of the marked up prints shall be certified as correct, signed by the Contractor, and delivered to the Contracting Officer for his approval before acceptance. Requests for partial payments will not be approved if the marked prints are not kept current, and request for final payment will not be approved until the marked prints are delivered to the Contracting Officer.”

**5252.236-9312 DESIGN-BUILD CONTRACT- ORDER OF PRECEDENCE (AUGUST 2006)**

As prescribed in 36.5100(g), insert the following clause:

(A) In the event of a conflict or inconsistency between any of the below described portions of the conformed contract, precedence shall be given in the following order:

(1) Any portions of the proposal or final design that exceed the requirements of the solicitation.

(a) Any portion of the proposal that exceeds the final design.

(b) Any portion of the final design that exceeds the proposal.

5252 Where portions within either the proposal or the final design conflict, the portion that most exceeds the requirements of the solicitation has precedence.

(2) The requirements of the solicitation, in descending order of precedence:

(a) Standard Form 1442, Price Schedule, and Davis Bacon Wage Rates.

(b) Part 1 - Contract Clauses.

(c) Part 2 - General Requirements.

(d) Part 3 - Project Program Requirements.

(e) Part 6 - Attachments (excluding Concept Drawings).

(f) Part 5 - Prescriptive Specifications exclusive of performance specifications.

- (g) Part 4 - Performance Specifications exclusive of prescriptive specifications.
- (h) Part 6 - Attachments (Concept Drawings).

(B) Government review or approval of any portion of the proposal or final design shall not relieve the contractor from responsibility for errors or omissions with respect thereto.

#### 5252.242-9300 GOVERNMENT REPRESENTATIVES (OCT 1996)

a. The contract will be administered by an authorized representative of the Contracting Officer. In no event, however, will any understanding or agreement, modification, change order, or other matter deviating from the terms of the contract between the contractor and any person other than the Contracting Officer be effective or binding upon the Government, unless formalized by proper contractual documents executed by the Contracting Officer prior to completion of this contract. The authorized representative as indicated hereinafter:

XX\_\_1. The Contracting Officer's Representative (COR) will be designated by the Contracting Officer as the authorized representative of the Contracting Officer. The COR is responsible for monitoring performance and the technical management of the effort required hereunder, and should be contacted regarding questions or problems of a technical nature.

XX\_\_2. The designated Contract Specialist will be the Administrative Contracting Officer's representative on all other contract administrative matters. The Contract Specialist should be contacted regarding all matters pertaining to the contract or delivery orders.

\_3. The designated Property Administrator is the Administrative contracting Officer's representative on property matters. The Property Administrator should be contacted regarding all matters pertaining to property administration.

## SECTION 00800 - SPECIAL CONTRACT REQUIREMENTS

The following have been added by full text:

SUBCONTRACTING FORMAT

**SUBCONTRACTING PLAN**  
**FOR**  
**SMALL BUSINESS**  
**SMALL DISADVANTAGED BUSINESS**

DATE: August 11, 2008

CONTRACTOR:	Caddell / Yates Joint Venture
ADDRESS:	One Gully Avenue, Philadelphia, MS 39350
SOLICITATION NO.:	N40085-08-R-1404
TITLE LOCATION:	Wallace Creek MCB Camp Lejeune, North Carolina

The following, together with any attachments, is submitted as a Subcontracting Plan to satisfy the requirements of Federal Acquisition Regulations SUBPART 19.7. The following targets are proposed for the total contract including all option periods. This contract ☐ does ☐ does not contain option periods. (Use Attachment (2) for showing option periods.) Percentages may be rounded to nearest tenth of a percent.

1. a. Total Contract Value \$ 185,756,000
- b. Total Subcontracted \$ 120,000,000 63.5 % of 1.a.

2. The following dollars and percentage targets are applicable to the contract cited above.

- a. LB \$ 27,000,000 23 % of 1.b.

Total planned subcontracting dollars under this contract will go to subcontractors who are large business concerns.

- b. SB \$ 42,400,000 77 % of 1.b. (2a. + 2b=100% of 1.b.)

Total planned subcontracting dollars under this contract will go to subcontractors who are small business concerns and contracts awarded under the Javits Wagner O'Day Act Contracts (JWOD) to National Industries for the Severely Handicapped (NISH) and to National Industries for the Blind (NIB). This number includes all small businesses, including HUBZone, WOSB, SDB, VOSB, and SDVOSB concerns and HBCU/MI (2c, 2d, 2e, 2f, 2g and 2h below). Attach support rationale for goals less than 76.78%.

c. HUBZone \$ 2,000,000 3 % of l.b.

Total planned subcontracting dollars under this contract will go to subcontractors who are qualified HUBZone (historically underutilized business zone) small business concerns. Attach support rationale for targets less than 1.35%. (Included in 2b above, as a subset.)

d. WOSB \$ 16,500,000 14 % of l.b.

Total planned subcontracting dollars under this contract will go to subcontractors who are women owned small business concerns. Attach support rationale for targets less than 14.37%. (Included in 2b, above, as a subset.)

e. SDB \$ 4,200,000 16 % of l.b.

Total planned subcontracting dollars under this contract will go to subcontractors who are SB concerns owned and controlled by socially and economically disadvantaged individuals. Attach support rationale for targets less than 16.03%. (Included in 2b, above, as a subset.)

f. VOSB \$ 2,000,000 3 % of l.b.

Total planned subcontracting dollars under this contract will go to subcontractors who are SB concerns owned and controlled by veterans. Attach support rationale for targets less than .13%. (Included in 2b, above, as a subset.)

g. SDVOSB \$ 3,000,000 3 % of l.b.

Total planned subcontracting dollars under this contract will go to subcontractors who are SB concerns owned and controlled by service-disabled veterans. Attach support rationale for targets less than .13%. (Included in 2b. and 2f, above, as a subset.)

h. HBCU/MI \$ 0 0 % of l.b.

Total planned subcontracting dollars under this contract will go to Historically Black Colleges and Universities or Minority Institutions as identified in FAR 26. (Included in 2b and 2e, above, as a subset.)

3. The following principal products and/or services will be subcontracted under this contract:

1. Products/services planned for subcontracting to LB concerns:

Site earthwork, mechanical, electrical

2. Products/services planned to be subcontracted to SB concerns:

Landscaping, light gauge trusses, doors

3. Products/services planned to be subcontracted to HUBZone SB concerns:

Utilities, paving, concrete

4. Products/services planned to be subcontracted to WOSB concerns:

Flooring, paint, masonry

5. Products/services planned for subcontracting to SDB concerns:

Sidewalks, fencing, striping

f. Products/services planned for subcontracting to VOSB concerns:

Carpentry, waterproofing, windows

g. Products/services planned for subcontracting to SDVOSB concerns:

Caulking, drywall, paint

h. Products/services planned for subcontracting to HBCU/MI organizations:

None

(ATTACHMENT MAY BE USED IF ADDITIONAL SPACE IS REQUIRED)

4. The following method was used to develop the above subcontracting targets (i.e., statement explaining how the products and services areas to be subcontracted were established, how the areas to be subcontracted to SB, HUBZone, WOSB, SDB, VOSB, and SDVOSB concerns and HBCU/MI were determined, and how SB, HUBZone, WOSB, SDB, VOSB, and SDVOSB concerns and HBCU/MI capabilities were determined).

We are aware of the availability of subcontractors in this area. We utilized our previous experience to develop subcontracting goals, what items we normally subcontract and in which trade items we would find SB, WOSB, VOSB, SDVOSB, HUBZone or SDB.

5. Source lists utilized in making the determinations in 4, above are as follows:

We generally utilize in-house source lists for subcontractors. If we are unable to meet our goals, we will seek additional sources through NAVFAC, Small Business Administration, Pro Net, and Minority Business Development Agencies.

6. Indirect and overhead costs ☐ have ☒ have not been included in the targets specified in 1 and 2 above. If "have" been is checked, explain the method used in determining the proportionate share of indirect and overhead costs to be allocated as subcontracts to SB, HUBZone, WOSB, SDB, VOSB, and SDVOSB concerns, and HBCU/MI and the products and services planned:

7. The following employee will administer the subcontracting program:

NAME: Richard Gurner  
 ADDRESS: 400 South Lamar, Suite E, Oxford, MS 38655  
 TELEPHONE NO.: 662-281-1340 FAX NO.: 662-236-1503 EMAIL: rgurner@wgyates.com  
 TITLE: Division Manager, Government Projects

This individual's specific duties, as they relate to the firm's subcontracting program, are general overall responsibility for this company's Small Business Program. This person should have knowledge of the federal small business programs and be knowledgeable about federal procurement practices. If the prime decides to change the person

in this position, they must notify the contracting officer and the Deputy for Small Business. The administrator is responsible for the development, preparation and execution of individual subcontracting plans, and for monitoring performance relative to contractual subcontracting requirements contained in this plan, including, but not limited to:

1. Developing and maintaining bidders lists of SB, HUBZone, WOSB, SDB, VOSB, and , SDVOSB concerns, and HBCU/MI from all possible sources.
2. Ensuring that procurement packages are structured to permit SB, HUBZone, WOSB, SDB, VOSB, and SDVOSB concerns, and HBCU/MI to participate to the maximum extent possible.
3. Assuring inclusion of SB, HUBZone, WOSB, SDB, VOSB, and SDVOSB concerns, and HBCU/MI in all solicitations for products or services which they are capable of providing.
4. Reviewing solicitations to remove statements, clauses, etc., which may tend to restrict or prohibit SB, HUBZone, WOSB, SDB, VOSB, and SDVOSB, and HBCU/MI participation.
5. Ensuring periodic rotation of potential subcontractors on bidders lists.
6. Ensuring that the bid proposal review board documents its reasons for not selecting low bids submitted by SB, HUBZone, WOSB, SDB, VOSB, and SDVOSB concerns, and HBCU/MI.
7. Ensuring the establishment and maintenance of records of solicitations and subcontract award activity.
8. Attending or arranging for attendance of company counselors at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, etc.
9. Conducting or arranging for the motivational training for purchasing personnel pursuant to the intent of P.L. 95-507.
10. Monitoring attainment of proposed targets.
11. Preparing and submitting required periodic subcontracting reports.
12. Coordinating contractor's activities during the conducting of compliance reviews by Federal agencies.
13. Coordinating the conduct of contractor's activities involving its small and small disadvantaged business subcontracting program.
14. Additions to (or deletions from) the duties specified above are as follows:

8. The following efforts will be taken to assure that SB, HUBZone SB, SDB, NISH/NIB, WOSB, VOSB, SDVOSB concerns, and HBCU/MI will have an equitable opportunity to compete for subcontracts.

- a. Outreach efforts will be made by identifying:
  - Contacts with minority and small business trade associations.
  - Contacts with business development organizations.
  - Attendance at small and minority business procurement conference and trade fairs.
- b. Sources will be requested from SBA's PRO-Net System available at <http://pro-net.sba.gov/pro-net/search.html> on the internet.
- c. List other automated systems to be used.

- d. The following internal efforts will be made to guide and encourage buyers:
  - (i) Workshops, seminars and training programs will be conducted.
  - (ii) Activities will be monitored to evaluate compliance with this subcontracting plan.
  - (iii) Arrange interviews with SDB/WOSB contractors, NISH/NIB workshops and HBCU/MI.
- e. Small and SDB concern source lists, guides and other data identifying SB, HUBZone SB, SDB, WOSB, VOSB, and SDVOSB concerns will be maintained and utilized by buyers in soliciting subcontracts.

- e Additions to (or deletions from) the above listed efforts are as follows:

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9. The offeror (contractor) agrees that the clause 52.219-8 entitled "Utilization of Small Business Concerns" and 52.219-9 entitled "Small Business Subcontracting Plan" will be included in all subcontracts which offer further subcontracting opportunities, and all subcontractors, except SB concerns, who receive subcontracts in excess of \$550,000 (\$1,000,000 for Construction) will be required to adopt and comply with subcontracting plan similar to this one. Such plans will be reviewed by comparing them with the provisions of P.L. 95-507 and assuring that all minimum requirements of an acceptable subcontracting plan have been satisfied. The acceptability of percentage targets shall be determined on a case-by-case basis depending on the supplies/services involved, the availability of potential small and small disadvantaged subcontractors, and prior experience. Once approved and implemented, plans will be monitored through the submission of periodic reports, and/or, as time and availability of funds permit, periodic visits to review subcontracting program progress.

10. The offeror (contractor) agrees to submit such periodic reports and cooperate in any studies or surveys as may be required by the contracting agency or the Small Business Administration in order to determine the extent of compliance by the bidder (contractor) with the subcontracting plan and with clause entitled "Utilization of Small Business Concerns and Small Disadvantaged Business Concerns" contained in the contract. As required by P.L. 95-507, Section 211, the contractor shall submit the original and copy of "Subcontracting Report for Individual Contracts", SF 294, and "Summary Subcontract Report", SF 295, in accordance with the SF294/SF295 Distribution List provided by awarding contract agency. Regardless of the effective date of this contract, the reports shall be submitted for the entire life of the contract on the following dates:

<u>Information as of:</u>	<u>Mail by:</u>	<u>Due:</u>
March 31 April 25	April 30	
September 30	October 25	October 30

The Report shall be sent to the address indicated on Attachment (1), SF294/SF295 Distribution List.

11. The offeror (contractor) agrees to maintain at least the following types of records to document compliance with this subcontracting plan:

- a. Source lists, guides and other data identifying SB, HUBZone SB, SDB, WOSB, VOSB, and SDVOSB concerns, and HBCU/MI.
- b. Organizations contacted to locate SB, HUBZone SB, SDB, WOSB, VOSB, and SDVOSB concerns, and HBCU/MI.
- c. On a contract-by-contract basis, records on all subcontract solicitations over \$100,000, indicating for each solicitation (1) whether SB concerns were solicited, and if not, why not; (2) whether HUBZone SB concerns were solicited, and if not, why not; (3) whether SDB concerns were solicited, and if not, why not; and (4) whether WOSB concerns were solicited, and if not, why not; (5) whether VOSB concerns were solicited, and if not, why not; (6) whether SDVOSB concerns were solicited, and if not, why not; and (7) reasons for the failure of solicited SB, HUBZone SB, SDB, WOSB, VOSB, and SDVOSB concerns, and HBCU/MI to receive the subcontract award.
- d. Records to support other outreach efforts, e.g., contacts with Minority and Small Business Trade Associations, business development organizations, and attendance at small and small disadvantaged business procurement conferences and trade fairs.

12 Plan Submitted by:

Signed:

Printed Name:

Title:

(b) (6)

Division Manager

Date: 8-11-08

13 Plan reviewed by:

Signed:

Small Business Specialist

Date: \_\_\_\_\_

13 Plan reviewed by:

Signed:

Small Business Administration - Procurement Center Representative

Date: \_\_\_\_\_

14 Plan approved by:

Signed:

Procuring Contracting Officer

Date: \_\_\_\_\_

The original copy of this plan is included in the file and made a material part of the contract.

Copy to

Small Business Specialist

SBA PCR



## SF294/SF295 DISTRIBUTION

Solicitation \_\_\_\_\_

Agency	SF294	SF295
Associate Director for Small Business Code	None	Copy
Commanding Officer Attn: Code , Small Business Office	Copy	Original
Commanding Officer Attn: _____	( ) Copy ( ) Original ( ) None	( ) Copy ( ) None
Resident Officer in Charge of Construction Attn:	( ) Copy ( ) Original ( ) None	( ) Copy ( ) None
Small Business Administration Commercial Market Representative  (NOTE: Call SBA Headquarters, Washington, DC at (202) 205-6475 for correct address if unknown.)	None	Copy

(G:\subplan.doc)

### SF-294/SF-295 Report

#### Information as of:

March 31  
September 30

#### Mail by:

April 25  
October 25

#### Due:

April 30  
October 30

Attachment (1)

## ACCOUNTING AND APPROPRIATION DATA

AA: 17 07081206 2571 0323 05205 0 068732 2A 081404  
COST CODE: AA00L0012756  
AMOUNT: \$38,281,261.00  
CIN 00000000000000000000000000000000: \$38,281,261.00

AB: 17 08121205 2581 0323 05205 0 068732 2A 081404  
COST CODE: AB00L0002923  
AMOUNT: \$25,643,243.00  
CIN 00000000000000000000000000000000: \$25,643,243.00

AC: 17 08121205 2581 0323 05205 0 068732 2A 081404  
COST CODE: AC00L0003895  
AMOUNT: \$27,808,339.00  
CIN 00000000000000000000000000000000: \$27,808,339.00

AD: 17 07081206 2571 0323 05205 0 068732 2A 081404  
COST CODE: AD00L0012755  
AMOUNT: \$14,780,055.00  
CIN 00000000000000000000000000000000: \$14,780,055.00

AE: 17 07081206 2571 0323 05205 0 068732 2A 081404  
COST CODE: AE00L0012762  
AMOUNT: \$37,424,447.00  
CIN 00000000000000000000000000000000: \$37,424,447.00

AF: 08091206 2581 0323 05205 0 068732 2A 081404  
COST CODE: AF00L0023245  
AMOUNT: \$37,944,655.00  
CIN 00000000000000000000000000000000: \$37,944,655.00

WAGE DETERMINATION NC33

General Decision Number: NC080033 02/08/2008 NC33

Superseded General Decision Number: NC20070033

State: North Carolina

Construction Type: Building

County: Onslow County in North Carolina.

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories).

Modification Number	Publication Date
0	02/08/2008

\* SUNC2000-001 03/21/2000

	Rates	Fringes
Bricklayer.....	\$ 16.40	1.00
Carpenter		
(Including drywall hanging & batt insulation).....	\$ 9.92	
Cement Mason/Concrete Finisher...	\$ 13.20	
Electrician.....	\$ 10.80	
Ironworker, Structural.....	\$ 10.00	
Laborer, Unskilled.....	\$ 6.77	
Painter, Brush (Including drywall finishing).....	\$ 8.37	
Pipefitter (including HVAC work).....	\$ 14.59	4.05
Plumber (Excluding HVAC pipe).....	\$ 12.00	
Power equipment operators:		
Backhoe.....	\$ 10.83	1.37
Roofer.....	\$ 9.00	
Sheet metal worker		
(including HVAC duct work)..	\$ 10.53	2.17
Truck Driver.....	\$ 8.85	

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
 Wage and Hour Division U.S. Department of Labor  
 200 Constitution Avenue, N.W.  
 Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
 U.S. Department of Labor  
 200 Constitution Avenue, N.W.  
 Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION